

***United States Court of Appeals
for the Second Circuit***



APPENDIX

75-7060
75-7641

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

B

-----x
JAPAN AIR LINES CO., LTD.,

Plaintiff-Appellee,

-against-

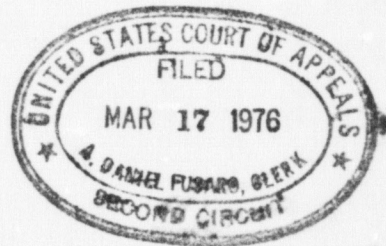
VOLUME III

EXHIBITS

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO, ("IAM"),
et al.,

Defendants-Appellants.

ON APPEAL FROM THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DISTRICT OF
NEW YORK



JOINT APPENDIX

VLADECK, ELIAS, VLADECK & LEWIS, P.C.
Attorneys for Defendants-Appellants
1501 Broadway
New York, New York 10036
(212) 221-2550

POLETTI FREIDIN PRASHKER FELDMAN &
GARTNER
Attorneys for Plaintiff-Appellee
777 Third Avenue
New York, New York 10017
(212) 688-3200

PAGINATION AS IN ORIGINAL COPY

INDEX OF EXHIBITS

<u>PLAINTIFF'S EXHIBITS</u>	<u>PAGE</u>
1. IAM §6 Notice dated September 27, 1974	E 1
2. Letter from Kiichi Ito to JAL employees, with attachments dated November 26, 1974	E 8
3. Letter from Rowland Quinn, Executive Secretary, NMB, dated December 17, 1974	E 11
4. Telex from Murray Gartner to Rowland Quinn, Executive Secretary, NMB dated December 24, 1974	E 12
5. Letter from Rowland Quinn, Executive Secre- tary, NMB to both parties dated December 23, 1974	E 13
6. Teletype from NMB, to Shigeo Kasumi dated January 3, 1975	E 15
7. "American Region Chronology" pp. 46-48 from booklet titled - 29 YEARS OF GROWTH IN THE AMERICAS - JAL	E 16
8. Equipment required for JAL aircraft maintenance	E 18
9. Facilities necessary for JAL maintenance and ramp handling	E 19
10. Equipment necessary for JAL ramp handling	E 20
12. Mr. Ogoshi's notes of the negotiations meeting on June 29, 1974	E 21
13. IAM proposals, January 20, 1975, pp. 1-2 only	E 24

	<u>PAGE</u>
14. JAL amended proposals of all issues of JAL/IAM agreement of June 26, 1974, section entitled "Involuntary Transfer" only	E 26
15. Letter from S. Kasumi to F. Ogoshi dated August 3, 1974	E 27
16. Letter from F. Ogoshi to S. Kasumi dated August 6, 1974	E 29
16. (a) Letter from S. Kasumi to F. Ogoshi dated August 16, 1974	E 30
16. (b) Letter from S. Kasumi to F. Ogoshi dated August 28, 1974	E 31
16. (c) Letter from S. Kasumi to F. Ogoshi dated September 19, 1974	E 32
17. Mediator's proposal given to JAL in March 1973	E 33
18. (a) Affidavit of S. Kasumi sworn to January 13, 1975. This document appears in Appendix, p. A 30	-
(b) Affidavit of S. Kasumi sworn to January 21, 1975. This document appears in Appendix, p. A 108	-
21. Written proposals presented by JAL during November 12, 1974 Mediation Session	
(a) Proposed letter agreement regarding substitute positions	E 35
27. IAM's "5 duration proposal" presented September 3, 1974	E 37
28. Letter from S. Kasumi to F. Ogoshi dated September 10, 1974	E 38

PAGE

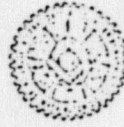
- | | | |
|-----|--|------|
| 30. | IAM proposal to JAL dated January 23, 1975 | E 39 |
| 32. | Kuramoto's notes of January 18, 1974
negotiation meeting, p. 1 only | E 40 |

DEFENDANTS' EXHIBITS

- | | | |
|----|--|------|
| A. | Collective bargaining agreement covering
March 1, 1972 - October 31, 1973 | E 41 |
| E. | Ogoshi Telegram of October 23 | E 77 |

International Association of Machinists

HONOLULU LODGE NO. 1245
LOCKHEED LODGE NO. 1559



A. F. OF L.-C. I. O.
1449 SOUTH BERETANIA STREET
HONOLULU, HAWAII 96814

955-0093 • 955-7581
September 27, 1973

Certified Mail No. 842383
Return Receipt Requested

Mr. Shigeo Kasumi, Administration Manager
Japan Air Lines, American Region
655 Fifth Avenue
New York, New York 10022

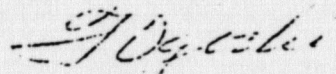
Dear Mr. Kasumi:

In accordance with Article XXII of the Agreement between Japan Air Lines, Company, Ltd. and the International Association of Machinists and Aerospace Workers, AFL-CIO, and pursuant to Section 6 of the Railway Labor Act as amended, the Union desires to amend and modify the Agreement.

Enclosed herewith are the proposed amendments and modifications and the Union is prepared to meet with you for the purpose of negotiations.

I suggest that we have our first meeting in Honolulu on October 15, 1973.

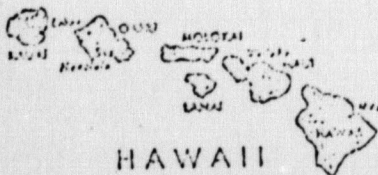
Sincerely yours,



Fusao Ogoshi
Sr. Business Representative

FO/jh

cc: F. Waldner
R. Simpson
M. Yonemura
W. Kuramoto
R. Savino
Y. Karashima
M. Suzuki



PLAINTIFF'S EXHIBIT 1

PROPOSALS OF THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AIRCRAFT WORKERS UNION
FOR MODIFICATION AND AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT WITH JAPAN AIRLINES COMPANY,
LTD.

September 28, 1973

Article I Scope of Agreement

Paragraph B. Add plant mechanics and radio & electronic mechanics.

Paragraph D. Amend to provide that during the life of this Agreement, the Company shall phase out the contracting of all work covered by this Agreement and employ its own personnel to perform such work.

Add new paragraph.

The Company agrees that the positions and work within the scope of this Agreement belong to the employees covered hereby and nothing in this Agreement shall be construed to permit the removal of positions or work from coverage of this Agreement or further to permit the Company to employ alien employees in such positions or work without written consent of the Union.

Add new paragraph.

The Company agrees that it shall not layoff any employees in the bargaining unit during the term of this Agreement.

Article III Classifications of Work

Provide for lead coverage at any and all work hours for all classifications.

Mechanic

Delete from Mechanic's work description, all duties that conflict with those of plant mechanics and radio and electronic mechanics.

Plant Mechanic

Delete - "He may also be required to assist aircraft mechanics perform work on an aircraft when the need arises."

Add new classification - Radio and Electronic Mechanic

The work of an R & E mechanic shall consist of work generally recognized as R & E mechanic's work performed in or out of the Company's shops, maintenance bases, and line service stations. Such work shall include reading of schematic diagrams both electrical and electronic, dismantling, assembling, repairing and overhauling all parts of aircraft radio equipments, electrical systems and components. An R & E mechanic must possess an FCC radio-telephone license, second class, and such other licenses as may be required by Federal regulations.

Storekeeper

Clarify and re-write job description.

Article IV Hours of Service

Paragraph A. Amend to provide for all eight (8) hour work shifts with the meal period included.

Paragraph C. Delete 1, 2, and 3.

Provide for bidding whenever the starting times of shifts are changed with shift schedules to remain unchanged for a minimum of 30 days and a maximum of 7 months.

Provide for bidding at least twice a year.

The above provisions will not apply to Honolulu station where starting times of shifts will be changed and bid once a year only.

Paragraph E. Provide for a 15 minute wash up time prior to punch out.

Paragraph F. Increase recall guarantee to 6 hours inclusive of 30 minute paid meal period after 4 hours.

Paragraph G. Provide for employee option to take early or late meal break and penalty pay at applicable overtime rate.

Article V Overtime and Holidays

Paragraph A. Provide for all overtime to be paid for at double time rate except on holidays to be paid for at triple time rate.

Paragraph B. Amend to conform with paragraph A.

Paragraph D. Provide for a 12 hour rest break between shifts including recall with employee option to take or not to take the 12 hour rest. An employee who takes the 12 hour rest will be guaranteed 8 hours pay at straight time.

An employee who elects to work without the 12 hour rest may work to the end of his scheduled shift and be paid for 8 hours at the applicable overtime rate or elect to punch out prior to the end of his shift and receive straight time rate for the remaining hours not worked on his shift.

Paragraph E. Add Lincoln's Birthday and provide for payment of holiday pay while on sick leave or other paid leave.

Paragraph F. Provide for premium pay of triple time for all work on a holiday.

Paragraph G, H, I, J and K. Clarify overtime rules and amend as necessary.

Paragraph M. Provide for a paid meal period for continuous work before regular hours.

Paragraph N. Add "Emergency work as defined herein is work involved in the protection of life and/or property."

Paragraph P. Insert after the word "Company" the words "at their own station"

Article VI Travel Pay

Paragraph I. Add - When training is conducted away from the employee's work station, such training will not continue beyond 6 weeks without a return break.

Paragraph J. Delete entire paragraph.

Article VII Seniority

Open for clarification and amend as necessary.

Article VIII Vacancies

Paragraph G. Amend to provide for all expenses incurred by an employee on a voluntary transfer will be borne by the Company and such employee shall be transferred to the new station within 15 calendar days from the date of the award.

Article IX Leave of Absence

Paragraph F. Increase paid funeral leave to 5 days and include brother-in-law and sister in law to immediate family.

Increase paid funeral leave in deaths of grandparent, aunt or uncle to 3 days.

Provide for additional two weeks of funeral leave without pay when needed.

Increase childbirth leave with pay to 5 days with the selection of the days at the employee's option.

Article X Vacations

Paragraph A(2) Accrual

Amend to provide vacation shall be earned on the anniversary of the employee's hire date, to be taken in the year following such anniversary date.

Paragraph B. Vacation Allowances

Amend to conform to employee's anniversary date and provide for paid vacations as follows:

After completion of one but less than three years - twelve days.

After completion of three years - fifteen days and for each year thereafter - one additional day up to a maximum of thirty days.

Paragraph E. Use of Vacation Credit

Increase accumulation up to 30 days with option to take pay in lieu of vacation for all days in excess of 30.

Paragraph F. Scheduling

Correct selection of vacation by station seniority to system seniority and provide for no close out of vacation period during the vacation year.

Paragraph H. Vacation Advances

Amend to provide for employee to take their full vacation pay prior to going on vacation.

Article XI Sick Leave and Occupational Injury Leave

Paragraph A. Increase sick leave credit to two days per month with no limitation on accumulation.

Paragraph B. Conform to paragraph A.

Paragraph C. Delete last sentence.

New Paragraph. Provide for the payment of accumulated sick leave to employees upon termination. (voluntary or involuntary and retirement)

Paragraph E. Amend to provide for full pay for an employee on occupational illness or injury as long as he is covered by Workmen's Compensation Insurance and have his own doctor certify his disability for pay claim.

New Paragraph. Provide for long term disability insurance for employees who suffer illness or injury off the job paid for by the Company.

Provide for Company contribution of the employees share of their state disability insurance premium and list the benefits each employee entitled to under such plans.

Article XII Free and Reduced Transportation

Increase pass privilege for employees and dependents and provide for first class travel when seats are available.

Provide for pass privilege for retired employee, spouse, widows, widowers.

Article XIII Grievance Procedure

Clarify and improve.

Paragraph E. Reduce to 12 months.

Article XIV System Board of Adjustment

Clarify and improve.

Article XVI Safety and Health

Increase Company contribution to \$100. for employee physical examination.

Article XVII General and Miscellaneous

Improve pension plan to provide for early retirement with no actuarial reduction in benefits and include a death benefit provision.

Improve medical coverage to cover full cost of medical expenses.

Improve dental coverage to cover full cost of dental expenses and orthodontics.

Provide for optical plan coverage for employee and dependents.

Paragraph N. Insert the words "and other non-bargaining unit employees" after the word "officials".

Add- "Emergency as defined herein is work involved in the protection of life and/or property".

Paragraph Q. Freeze part-time employee hiring with no replacement for any terminations or when placed into full time positions.

Provide full medical and dental coverage for part-time employees.

Paragraph S. Add - In the event metric tools are required to perform any work covered by this Agreement, the Company shall either furnish the tools or reimburse the employee for the cost of such tools.

Article XVIII Wage Rules

Paragraph A. Provide for a substantial wage increase for each classification with full retroactivity.

Paragraph I. Increase afternoon shift premium to 31c and night to 39c.

Paragraph J. Provide for pay at the highest shift premium for all hours paid for the week plus 10c per hour for each different starting time with a maximum limit of 3 starting times in a week.

Paragraph L. Increase license premium as follows:

FAA	A & B License	.....	20c/hour
FCC	2nd class license	.....	20c/hour
FCC	1st class License	.....	15c/hour
JCAB	(DC-8) License	.....	15c/hour
JCAB	(747) License	.....	15c/hour

Paragraph M. Increase line premium pay to 15c/hour and include all employees who work in the line area.

Paragraph N. Reactivate C. O. L.

Paragraph D. Increase longevity pay to 3¢/ year with no cap.

New Paragraph.

Provide for lead pay of 10% above base rate.

Article XIX Severance Allowance

Paragraph A. Amend as follows: Any employee covered by this Agreement with one (1) or more years of service and who is laid off or retires, shall receive severance pay as provided in paragraph B of this Article, subject to the limitation set forth herein.

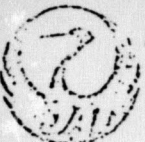
Severance pay shall not be paid in the event:

Delete item 3 in entirety and the words "or retires" in item 6.

Paragraph B. Double the current severance allowance for the listed years of service.

Article XXII Effective Date and Duration

Eighteen (18) month agreement, effective November 1, 1973 through April 30, 1975.

 JAPAN AIR LINES
AMERICAN REGIONAL FIVE OFFICE
655 FIFTH AVENUE, NEW YORK, N. Y. 10022
TELEPHONE: 212 759-9959
CABLE ADDRESS: JAPANAIR NEW YORK

PLAINTIFF'S
EXHIBIT 2

E 8

November 26, 1974

TO ALL IAM-REPRESENTED EMPLOYEES:

Since the end of the specific term of the Agreement between Japan Air Lines Co., Ltd. and the IAM & AM on October 31, 1973, Company representatives and the Union negotiating committee have met eight times in sessions which lasted from 2 to 9 days. More than 30 full days have been spent in negotiations. Four sessions were direct negotiations between the Company and the Union, and four sessions were with the assistance of the National Mediation Board.

The most recent mediation session under the jurisdiction of the National Mediation Board was held in San Francisco on November 12 and 13, 1974. At that session, the Company offered many improvements on economic and non-economic issues, in addition to the package of proposals that was rejected by the vote of IAM members in September, 1974.

The Company had believed that its September offer was sufficiently better than what other airline employees have that it would be acceptable to you. We do not know whether you were fully aware of the terms of our September offer, but we want to be sure that you know what our offer is now, including the extraordinary additions we have just made, in our sincere effort to reach an agreement through negotiation with your representatives.

Despite the serious effects of greatly increased fuel and other costs, and reduced traffic, the Company has offered economic

proposals which are among the best in the airline industry. We recognize the inflationary pressures that trouble all employees and feel the need to give the best possible wages and benefits. The Company's policy has always been to maintain high wage standards. All you need to do is to look at the enclosed comparison of your wages with those of IAM-represented employees of competitive airlines and the other major domestic carriers to see that our offer puts you way out in front.

Management recognizes that the Company is like a team and that we must work together to overcome difficult situations. It has always been our policy therefore to attempt to avoid layoffs as much as possible. In addition to the outstanding economic benefits we offered as listed and described in the enclosed summary, including improved medical and dental benefits, increased vacations and sick leave, the Company recognized your concern for job security. On November 12, 1974, the Company offered an agreement which would permit the establishment of "substitute positions", enabling us to avoid any layoff.

Despite everything we offered, however, your Union representatives said that they had to have concessions on the "Scope" clause. Very simply, what that means is that regardless of the superior benefits we are willing to give you, the Union will not accept any contract unless we agree to create new jobs for people who are not in our employ and whom the Union does not even represent.

The IAM is attempting to use negotiations which are supposed to be conducted for JAL employees whom it represents, to expand its own membership. The Union has demanded that we hire new employees at locations where we do not want to have new employees. The so-called "Scope"

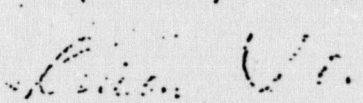
demand has nothing to do with better benefits to you -- JAL's present employees. As your representative, the IAM has no right to force JAL to negotiate for people who are not in our employ and have not designated the IAM to represent them. For that reason, the Company has told the Union committee that we will not bargain on "Scope" or other issues not related to rates of pay or working conditions for our own employees.

It should be clear from the offer we have made that the Company does not want a strike. All of us lose by a strike -- employees, customers, the public, and shareholders. We must maintain our competitive momentum and continued productivity in order to pay for the substantial increases being offered. Under the Company's offer, each of you would already be entitled to receive by December 1, 1974 from \$800 to more than \$1100 in retroactive pay.

Management went the extra mile on November 13th to avoid confrontation. It is up to you and your Union now.

A summary of the Company's package of proposals is enclosed.

Respectfully submitted,


Kiichi Ito
Vice President
The Americas

* ATTACHMENTS OMITTED

* REFER TO A 66-80

E11

PLAINTIFF'S EXHIBIT 3
NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

December 17, 1974

✓
Mr. Shigeo Kasumi
Administration Manager-The Americas
Japan Air Lines Co., Ltd.
655 Fifth Avenue
New York, NY 10022

Mr. Floyd E. Smith, International President
International Association of Machinists
& Aerospace Workers, AFL-CIO
1300 Connecticut Avenue, N. W.
Washington, DC 20036

Gentlemen:

On January 25, 1974, Japan Air Lines by its duly authorized representative made application in due form and in accordance with the provisions of the Railway Labor Act for the service of the National Mediation Board in the following dispute.

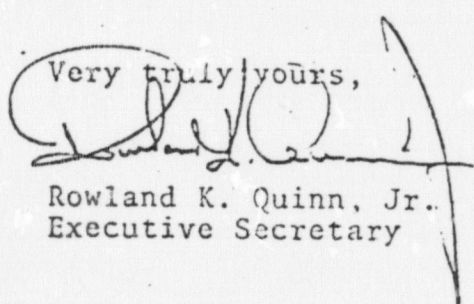
A-9520 "Certain proposed changes to the existing
agreement. Organization's notice of 9/28/73
and Carrier's notice of 10/1/73."

The mediator reports that, despite his best efforts to bring about an amicable settlement through mediation, the parties have failed to reach agreement disposing of the above-described dispute.

In accordance with Section 5, First, of the Railway Labor Act, the National Mediation Board therefore now requests and urges that you enter into an agreement to submit the controversy to arbitration as provided in Section 8 of the Act.

In making your written reply, which is requested at your earliest convenience, please submit it in triplicate so that we may transmit a copy to the other party as advice of your determination in the matter.

Very truly yours,


Rowland K. Quinn, Jr.
Executive Secretary

cc-to: Mr. Mas Yonemura
Yonemura, Yasaki & Kawaichi
405 14th Street
Oakland, CA 94612

Mr. Murray Gartner
Poletti, Freidin, Prashker, Feldman & Gartner

NMB WSH

POLETFRE NYK

DECEMBER 24, 1974

MR. ROWLAND K. QUINN, JR.

EXECUTIVE SECRETARY

NATIONAL MEDIATION BOARD

WASHINGTON D. C. 20572

RE. CASE NO. A-9520

IN RESPONSE TO YOUR LETTER OF DECEMBER 17, 1974,
ON MR. KASUMI'S RETURN, HE ADVISES THAT JAL IS WILLING TO
ARBITRATE ISSUES INVOLVING RATES OF PAY, RULES OR WORKING
CONDITIONS. {SCOPE CLAUSE ISSUES NOT TO BE INCLUDED IN ARBITRATION
AGREEMENT TO BE WORKED OUT BETWEEN THE PARTIES }

MURRAY GARTNER

(THIS IS A REPETITION OF PREVIOUS TELEX WHICH WAS SENT UNDATED)

NMB WSH

POLETFRE NYK

V

E13

PLAINTIFF'S EXHIBIT 5
NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

December 23, 1974
Case No. A-9520

Mr. Shigeo Kasumi
Administration Manager-The Americas
Japan Air Lines Co., Ltd.
655 Fifth Avenue
New York, NY 10022

Mr. Floyd E. Smith, Int'l President
International Association of Machinists
& Aerospace Workers, AFL-CIO
1300 Connecticut Avenue, N. W.
Washington, DC 20036

Gentlemen:

We have been advised by Mr. Floyd E. Smith, International President, International Association of Machinists and Aerospace Workers, in answer to our letter addressed jointly to your respective carrier and organization, under date of December 17, 1974, that the organization has declined, in writing, to arbitrate the question in our Case No. A-9520, as set forth in our letter of January 28, 1974.

Your attention is, therefore, directed to the last clause in Section 5, First (b) of the Railway Labor Act, as amended, reading as follows:

"If arbitration at the request of the Board shall be refused by one or both parties, the Board shall at once notify both parties in writing that its mediatory efforts have failed and for thirty days thereafter, unless in the intervening period the parties agree to arbitration, or an emergency board shall be created under Section 10 of this Act, no change shall be made in the rates of pay, rules, or working conditions or established practices in effect prior to the time the dispute arose."

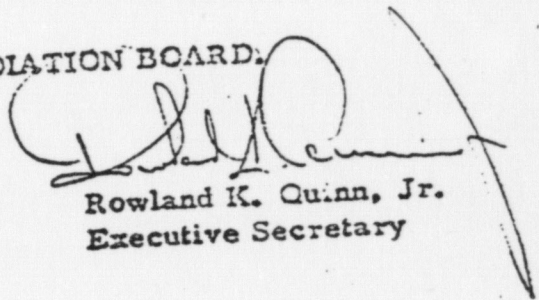
It is the judgment of our Board that all practical methods provided in the Railway Labor Act for our adjusting the dispute have been exhausted, without effecting a settlement.

Mr. Shigeo Kasumi
Mr. Floyd E. Smith
December 23, 1974
Page 2

In these circumstances, notice is hereby served in behalf of the Board that its services (except as provided in Section 5, Third, and in Section 19 of the law) have this day been terminated under the provisions of the Railway Labor Act.

We are sending to Mr. Kasumi a copy of Mr. Smith's letter dated December 19, 1974.

By order of the NATIONAL MEDIATION BOARD.



Rowland K. Quinn, Jr.
Executive Secretary

cc: Mr. Mas Yonemura
Yonemura, Yasaki & Kawaichi
405 14th Street
Oakland, CA 94612

Mr. Murray Gartner
Poletti Freidin Prashker Feldman & Gartner
777 Third Avenue
New York, NY 10017

PLAINTIFF'S EXHIBIT 6

1-005277C003002 01 /75

TLX NMB WSH

02 GOVT PD WASH DC JAN 3, 1975

ZIP 10022

WESTERN UNION

Mailgram



EL E

SHIGEO KASUMI
ADMINISTRATION MANAGER THE AMERICAS
JAPAN AIR LINES CO., LTD.
655 FIFTH AVENUE
NEW YORK, NY 10022

RE CASE NO A-9520, JAPAN AIR LINES-YAMBAW. BOARD IS OF THE OPINION THAT IN THE PUBLIC INTEREST FURTHER CONFERENCES SHOULD BE HELD IN CONNECTION WITH THIS CASE. THEREFORE BE ADVISED THAT MEDIATOR WALTER L PHIPPS WILL BE AT THE EL CORTEZ HOTEL, SAN FRANCISCO, CALIFORNIA AT 10:00 AM TUESDAY JANUARY 14, 1975 FOR THIS PURPOSE. THIS IS NOT TO BE CONSTRUED AS FORMAL RESUMPTION OF JURISDICTION BY THE BOARD AND IS WITHOUT PREJUDICE TO THE POSITION OF THE PARTIES. PLEASE ACKNOWLEDGE BY INDICATING WHO YOUR REPRESENTATIVES WILL BE. JOINT KASUMI AND SMITH, COPIES YONEMURA AND GARTNER.

RONLAND R GOINN JR EXEC SEC NMB

09:55 EST

HGMNYBT HSA

1975
October
office of
Sachs B
November
departs
Island
Tokyo
December
at Rm
42nd St
December
at Dill
721 B
1974
January
513 W
January
depart
February
Tokyo
via Wak
February
U.S.A.
February
opens at
May 3
Ave
Septem
opens
October
Tokyo
city's 4
covered
46

PLAINTIFF'S

AMERICAN REGION CHRONOLOGY

1953

October 13: First JAL American Region office opens in San Francisco at Rm. 303, Sachs Bldg., 140 Geary St.
November 23: First transpacific survey flight departs Tokyo for San Francisco via Wake Island and Honolulu with DC-6B "City of Tokyo".
December 9: New York sales office opens at Rm. 301, Salomon Tower Bldg., 11 W. 42nd St.
December 15: Honolulu sales office opens at Dillingham Transportation Bldg., 721 Bishop St.

1954

January 7: Los Angeles sales office opens at 513 W. 6th St.
January 17: First of four inaugural flights depart Tokyo for San Francisco.
February 2: First scheduled flight departs Tokyo, arrives in San Francisco February 4 via Wake Island and Honolulu.
February 3: First scheduled flight from U.S.A. departs from San Francisco for Tokyo.
February 10: San Francisco ticket office opens at 45 Grant Ave.
May 3: New York office moves to 590 Fifth Ave.
September 18: São Paulo, Brazil, sales office opens - first office in Latin America.
October 5: Goodwill Mission departs from Tokyo to São Paulo on occasion of Brazilian city's 400th anniversary - 14,000 miles covered in 54 hours and 30 minutes - longest

distance ever covered by an airline at the time.
December 6: Chicago sales office opens at Rm. 610, Champlain Bldg., 37 S. Wabash.

1955

July 25: Teletype cable link Tokyo with San Francisco.
September 13: Washington, D.C., sales office opens at 924 15th St. N.W.
November 11: American Region office relocates from San Francisco to New York at 390 Fifth Ave.

1956

March 5: Honolulu office relocates to 749 Bishop St.
May 1: Maintenance facility established at Honolulu.
July 11: Seattle sales office opens at 5520 White Henry Stuart Bldg., 1302 4th Ave.
September 10: Street floor ticket office opens in New York at 620 Fifth Ave., Rockefeller Center.

1957

October 1: Washington, D.C., sales office relocates to 1000 Connecticut Ave.

1958

February 12: DC-7C service inaugurated to San Francisco.
August 7: Cleveland sales office opens at Rm. 230, Bulkeley Bldg., 1501 Euclid Ave.
October 1: Chicago office relocates to 60 E. Monroe St.
December 1: American Region office returns to San Francisco.

1959

February 25: São Paulo office relocates to Rua Barao De Itapetininga 255, Sala 210.
April 19: New York sales office relocates to Rm. 305 British Bldg., 620 Fifth Ave.
May 2: First all-cargo service inaugurated from Tokyo to San Francisco with chartered DC-4.

May 20: Los Angeles office relocates to N. Hollingsworth Bldg., 606 S. Hill St.
Beverly Hills ticket office opens at 9395 Wilshire Blvd.

May 28: Thrice weekly service inaugurated to Los Angeles via Honolulu.

June 15: Seattle office moved to street floor in White-Henry-Stuart Bldg.

June 24: Anchorage liaison office opens in Northwest Orient Airlines facility.

June 27: Tokyo-Seattle service inaugurated with DC-7C twice weekly via Anchorage (technical stop).

August 10: Dallas sales office opens at Rm. 907, 211 N. Ervay.

October 15: Walkiki ticket office opens at 2171 Kalakaua Ave., Honolulu.

November 25: JAL's own DC-6C replaces leased DC-4 for Tokyo-San Francisco freighter service.

1960

June 24: Boston sales office opens at Rm. 528 Statler Office Bldg., 20 Providence St.

July 6: Detroit sales office opens at Rm. 344 Book Bldg., 1249 Washington Blvd.

July 11: Philadelphia sales office opens at Rm. 534, Transportation Center Bldg., 6 Penn Center Plaza.

August 12: DC-8 service inaugurated to Honolulu-San Francisco.

September 5: DC-8 service inaugurated to Honolulu-Los Angeles.

October 1: DC-6A all-cargo freighter inaugurated to San Francisco.

November 2: DC-8 service inaugurated to Seattle via Anchorage.

1961

January 6: DC-7F replaces DC-6A freighter service to San Francisco.

May: Tokyo-Seattle service suspended.

September 21: Mexico City sales office opens at Reforma 105.

November: Hartford sales office opens.

1963

March: Pittsburgh and San Diego sales offices open.

April: All-cargo transpacific flight temporarily suspended.

1963

March: All-cargo transpacific flights resume with DC-8F (mixed type).

1966

March: Lima sales office opens.

September: Miami and Toronto sales offices open.

November 12: Honolulu-San Francisco service extended to New York twice weekly.

1967

March: Montreal, Milwaukee, Kansas City, St. Louis and Buffalo sales offices open.

March 6: JAL becomes round-the-world carrier with inauguration of transatlantic twice-weekly service from New York to London.

September: Vancouver Canadian region office opens.

October: DC-8F (pure cargo) introduced at San Francisco.

1968

March: New Orleans and Newark sales offices open.

April: All-cargo service extended from San Francisco to New York thrice weekly with DC-8F.

Buenos Aires sales office opens.

June: Indianapolis residential sales office opens.

July 1: New York-Pairs service inaugurated five times weekly.

August: Minneapolis sales office opens.

September 11: Thrice-weekly service inaugurated to Vancouver-San Francisco.

November 21: Flight crew training center opens at Moses Lake, Wash.

November 22: DC-8 "Shiga" accidentally lands in San Francisco Bay with 107 passengers aboard, but no injuries.

1969

April: Three additional all-cargo flights added to San Francisco and New York. Sales offices open in Denver, Atlanta, Cincinnati, Houston, Portland and Phoenix.

May: San Jose sales office opens.

July: JAL Bldg. opens at 655 Fifth Ave. to House American Region executive offices and Eastern Region sales.

October: Calgary sales office opens.

November: Caracas sales office opens.

1970

January: Rio de Janeiro sales office opens.

April: All-cargo service inaugurated to Los Angeles with DC-8F.

New York-Paris service suspended.

July: 747 service inaugurated to Honolulu and Los Angeles.

1971

June: 747 service inaugurated to San Francisco.

Oakland sales office opens.

August: Memphis sales office opens.

September: Los Angeles cargo terminal opens.

1972

January: Guadalajara, Mexico, sales office opens.

February: JALCOM II computer reservations system introduced in American Region, first at Vancouver, then Honolulu, Los Angeles and New York.

April: Daily DC-8-62 service inaugurated over great circle route via Anchorage to New York.

Vancouver service extended to Mexico City thrice weekly.

Anchorage, Anaheim and Tampa sales offices open.

May: Flight crew training center opens at Napa, Calif.

July: New York cargo terminal opens.

August: Chicago sales office relocates to

115 S. State St.

December: Transatlantic service temporarily suspended.

1973

May: Long Beach residential sales office opens.

August: 2,500 Gibson Refrigerator Co. employees carried to Japan in largest-ever charter movement to the Orient.

December: Washington, D.C., office relocates to 919 17th St., N.W.

EQUIPMENT REQUIRED FOR JAL AIRCRAFT MAINTENANCE

	<u>ANCHORAGE</u>	<u>SAN FRANCISCO</u>	<u>LOS ANGELES</u>	<u>NEW YORK</u>
<u>B-747</u>				
Tow Tractor	x	--	x	x
Tow Bar	x	x	x	x
Maintenance Truck (29 Ft.)	x	x	x	x
Work Stand Car	--	x	x	x
Bore Scope	--	--	--	x
Special Tool (one set)	--	x	x	x
Jack - 50 Ton	--	x	x	x
Engine Change Tool	--	--	--	--
<u>DC-8</u>				
Tow Tractor	--	--	--	--
Tow Bar	--	--	x	x
Jack - 35 Ton	x	x	x	x
Work Stand	x	x	x	x
Special Tool (one set)	--	--	--	--
Ground Power Unit	x	x	x	x
Air Starter Unit	x	--	x	x
Engine Change Tool	--	--	--	--

x - indicates purchase of equipment required.
 -- - indicates JAL currently owns or leases
 necessary equipment.

FACILITIES NECESSARY FOR JAL MAINTENANCE AND RAMP HANDLINGA. OFFICE SPACE

1) Office Space Required for Aircraft Mechanics and Ramp Servicemen

- (a) Control Ready Room
- (b) Lunch Room
- (c) Locker Room
- (d) Shower Room
- (e) Toilet

2) Estimated Cost for Office Space

<u>Station</u>	<u>Estimated Cost</u>
Anchorage	\$818,400
New York	316,200
Los Angeles	864,900
San Francisco	<u>195,300</u>
Total.....	\$2,194,800

B. COVERED EQUIPMENT DOCKS

Necessary Space for Covered Equipment
Docks at New York and Anchorage

Necessary space at each station	- 12,000 square feet
Estimated cost per station	- \$1,800,000
Total.....	\$3,600,000

EQUIPMENT NECESSARY FOR JAL RAMP HANDLING

	QUANTITY NEEDED		
	<u>LOS ANGELES</u>	<u>NEW YORK</u>	<u>ANCHORAGE</u>
Lower Deck Loader	4	2	2
Passenger Stand	1	1	--
Belt Loader	3	2	2
Baggage Cart	9	10	5
Container Dolly	24	24	10
Container Transporter	2	2	1
Pallet Transporter	2	--	--
Lavatory Truck	1	1	1
Water Service Truck	1	1	1
Cleaning Truck	1	1	--
Passenger Car (Station Wagon)	1	1	1
Pallet/Container Truck	--	2	--

JAM/JAL
4th Session

Sat. June 29, '74
10:30 a.m.

Co. Committee: same

Plant Committee: same

Quick:

1. Thoroughly reviewed the Co's package and we are disappointed.
2. Referring to pp 8, par 1, regarding your proposed change in employee requirement to work overtime, to went back to the old language, do you expect to get that?

Mrs. - we don't know what we can get.

3. You have not responded to the Union's proposal on scope in your package proposal.
What is your position on scope?

Mrs. - Our position is the same as it has been in our last meeting.

4. Does this mean that you are not going to put any people into places where you are contracting out our work?

Max - yes.

5. Our members are very concerned about job security and the committee understands their concern. Therefore without scope we will recommend a no vote even if you were to give us all ^{that} ~~an~~ proposed.

6. Our position is the same as that we had in our meeting in New York when Jim Connolly stated our position except for one thing and that we are willing to discuss other things besides scope but there will be no agreement without scope.

Max - Let me get a better understanding of your position by asking you this question. If there was no issue question, or if scope was not on the table, would we have an agreement?

Sat. June 29, 1978

7. We can have an argument at least in principle before the sun goes down today.

Mrs. We would not want, if there is a 30 day count down, at the end of the count down to find ourselves with many issues that can't be settled as easily as we thought they could be disposed of.

IAM PROPOSALS
1-20-75

Proposal No.

(2) JAL shall implement IAM proposal on scope as follows:

Effective Date

<u>FD</u>	Plant & Ground Equipment		1-01-76	
	A/C Maintenance			7-01-76
<u>AX</u>	Ramp & Cargo	7-01-75		
	Plant & Ground Equipment		1-01-76	
	A/C Maintenance			7-01-76
<u>FK</u>	Ramp (Psgr)	7-01-75		
	Plant & Ground Equipment		1-01-76	
	A/C Maintenance			7-01-76
<u>NE</u>	Ramp and Cargo		1-01-76	
	Plant & Ground Equipment			7-01-76
	A/C Maintenance			7-01-76
	Stores			7-01-76

IAM PROPOSALS
1-20-75

No.

3. The Company agrees that the positions and work within the scope of this Agreement belong to employees covered hereby and nothing in this Agreement shall be construed to permit the removal of positions or work from coverage of this Agreement or further to permit the Company to employ alien employees in such positions or work without written consent of the Union.
4. Effective January 20, 1975 and extending through the life of this Agreement, the Company shall not furlough any employee, covered by this Agreement.
5. The Company shall maintain lead coverage in all work classification during all work hours.
8. Radio and Electronic
The work of an R & E Mechanic shall consist of work generally recognized as R & E Mechanic's work performed in or out of the Company's shops, maintenance bases, and line service stations. Such work shall include reading of schematic diagrams both electrical and electronic, dismantling, assembling, repairing and overhauling all parts of aircraft radio equipments, electrical systems and components. An R & E must possess an FCC radio, telephone license, second-class, and such other licenses as may be required by Federal Regulations.
9. Storekeeper
The work of a storekeeper shall consist of storeroom work including receiving, shipping, checking, inspecting, classifying, issuing.

PLAINTIFF'S EXHIBIT 14

E26

INVOLUNTARY TRANSFER

The Company will not layoff any employees in excess of manpower allocations, up to August 31, 1974.

Effective September 1, 1974, excess manpower over the following authorized allotment for fiscal year 1974 will be involuntarily transferred to other stations, according to seniority, where additional manpower is needed. Employees who refuse an involuntary transfer will be laid off.

IAM Employee Manning Allocation
Fiscal Year 1974

Station	Lead Mechanic & Mechanic	Lead Plant Mechanic & Plant Mechanic	Lead Storekeeper & Storekeeper	Lead Ramp & Ramp
HNL	17	4	3	58
SFO			3	55
JFK		5	3	49
LAX			3	



JAPAN AIR LINES
AMERICAN REGION EXECUTIVE OFFICE
655 FIFTH AVENUE, NEW YORK, N. Y. 10022
TELEPHONE: 212 758-8050
CABLE ADDRESS: JAPANAIR NEW YORK

PLAINTIFF'S EXHIBIT 15

E 27
1

August 3, 1974

Mr. F. Ogoshi
Sr. Business Representative
IAM & AW, District Lodge 151
1449 S. Beretania Street
Honolulu, Hawaii 96814

Dear Mr. Ogoshi:

This letter is with reference to our discussions yesterday regarding the reduction in forces at HNL, effective September 1, 1974. Three(3) mechanics and three(3) full-time ramp service positions will be reduced.

As we informed you in our prior negotiations these six positions have been excess or overmanning since December 1973, but keeping with the Company's policy of awaiting lay-offs these positions were carried as long as possible.

However, during the past eight or nine months there has been an escalation of costs, particularly for fuel, with no offsetting rise in revenue, resulting in large and serious deficits which will continue in the foreseeable future. In order to meet this rising deficit all budgets have been cut drastically in all departments throughout the system resulting in the necessity to reduce the above positions.

However, as we announced, effective October 1, 1974, we plan to commence operation of the 747-F(freighter) to JFK and SFO which will necessitate an addition of 2 full time ramp at each of both stations, making a total of 4 new positions. Also, in order to make it possible to absorb all six full-time positions affected at HNL, one additional reserve ramp position has been created at JFK and at SFO. To summarize, there will be a total of six(6) full-time ramp positions available.

According to the current seniority list the following 3 mechanics will be affected at HNL:

Mech. System Sen.

- | | |
|--------------------|---------|
| 1. Kenneth Ikenaga | 4-01-72 |
| 2. Harvey Yamane | 4-01-72 |
| 3. Ronald Higa | 7-05-70 |

These men have an option to exercise their bumping rights at HNL, or transfer to SFO or JFK.

1E28

The following ramp service men will be affected at HNL:

Ramp System Sen.

- | | |
|--------------------|----------|
| 1. Robert Yamamoto | 12-11-72 |
| 2. Toru Matsuda | 12-11-72 |
| 3. David Wetterman | 05-01-72 |

These men have an option to exercise their bumping rights into HNL part-time or transfer to SFO or JFK.

If all 6 men exercise their bumping rights at HNL, the following 6 part-timers will be affected:

	<u>System Sen. (prorated)</u>	<u>Location</u>
1. Stephen Tanioka	03-29-74	HNL
2. Brian Miura	03-29-74	HNL
3. Arthur Watanabe	01-25-74	HNL
4. Allan Ikebe	01-24-74	HNL
5. Thomas Barbeau	10-20-73	SFO
6. Gregory Kuver	10-19-73	SFO

Any affected employee will have an option to transfer to any remaining position or take a lay-off.

You are hereby requested to initiate necessary action to determine which employees in the final analysis will be laid-off. In order that 14 days notice may be given to the affected employees, the Company must be notified before August 15, 1974.

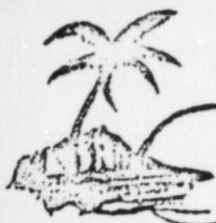
Very truly yours,

JAPAN AIR LINES CO., LTD.

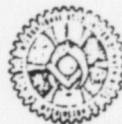
S. Kasumi
Administration Manager
The Americas

WK:wk

PLAINTIFF'S EXHIBIT 16
HAWAIIAN DISTRICT LODGE No. 151



HONOLULU LODGE NO. 1245
LOCKHEED LODGE NO. 1589



A. F. OF L.-C. I. O.
1449 SOUTH BERETANIA STREET
HONOLULU, HAWAII 96814

955-0093 • 955-7581

August 6, 1974

Mr. Shigeo Kasumi, Administration Manager
Japan Air Lines, American Region
655 Fifth Avenue
New York, New York 10022

Dear Mr. Kasumi:

In response to your letter informing of a reduction in force at HNL, effective September 1, 1974, the following is our position in writing which is a reiteration of our oral response to you at our negotiation meeting on August 3, 1974.

"In the event the Company initiates the proposed action contained in the letter, the Company shall be in open and direct violation of Appendix "E" and Article XVII, paragraph Q of our current agreement."

Therefore the I.A.M. strongly urge Japan Air Lines to cancel its proposed reduction in force and continue negotiations in good faith on all issues.

Very truly yours,

Fusao Ogoshi
Sr. Business Representative

FO:jh

cc: M. Yonemura
R. Quick
W. Phipps
J. Peterpaul
R. Savino
Y. Karashima
M. Suzuki



HAWAII



JAPAN AIR LINES
AMERICAN REGION EXECUTIVE OFFICE
665 FIFTH AVENUE, NEW YORK, N. Y. 10022
TELEPHONE: 212 759-8000
CABLE ADDRESS: JAPANAIR NEW YORK

PLAINTIFF'S EXHIBIT 16(a)

E 30

AUGUST 16, 1974

RECEIVED

AUG 21 1974

SFODGG

MR. FUSAO OGOSHI
SR. BUSINESS REPRESENTATIVE
IAM & AW, DISTRICT LODGE 151
1449 S. BERETANIA STREET
HONOLULU, HAWAII 96814

DEAR MR. OGOSHI:

IN RESPONSE TO YOUR LETTER DATED AUGUST 6, 1974, WE STRONGLY BELIEVE OUR PROPOSED ACTION AS STATED IN MY LETTER OF AUGUST 3 IS IN CONFORMITY TO THE PROVISIONS OF THE 1972-1973 AGREEMENT BETWEEN THE COMPANY AND THE IAM. YOU TAKE THE POSITION THAT OUR ACTION WILL BE IN VIOLATION OF APPENDIX E AND ARTICLE XVII, PARAGRAPH Q OF THAT AGREEMENT.

SINCE THE RESULT OF OUR ACTION WILL BE TO LAY OFF SIX PART-TIME EMPLOYEES, ONLY IF THE SIX EXCESS EMPLOYEES DO NOT ELECT TRANSFER TO SFO AND JFK, WE DO NOT SEE HOW THAT CAN BE IN VIOLATION OF ARTICLE XVII, PARAGRAPH Q. AS TO APPENDIX E, THAT LETTER AGREEMENT DOES NOT PREVENT THE COMPANY FROM LAYING OFF EMPLOYEES IF THE LAYOFF IS CAUSED BY REVOCATION OF AN OPERATING CERTIFICATE OR ANY CESSATION OF WORK BECAUSE OF CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL. THE FUEL SHORTAGE WHICH EXISTED IN DECEMBER 1973 AND THE GREATLY INCREASED COST OF FUEL SINCE THAT TIME, HIGH INFLATION, AND THE CANCELLATION OF OUR TOKYO-TAIPEI ROUTE ARE AMONG THE CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL WHICH HAVE RESULTED IN A PARTIAL CESSATION OF WORK IN HONOLULU SINCE DECEMBER 1973.

AS I STATED TO YOU IN MY LETTER OF AUGUST 3, THE SIX POSITIONS IN HONOLULU WERE EXCESS IN DECEMBER 1973, BUT IN ACCORDANCE WITH THE COMPANY'S POLICY WE HAVE DELAYED TAKING ANY ACTION WHICH MIGHT RESULT IN LAYOFF AS LONG AS POSSIBLE, ALTHOUGH THAT ACTION, WE BELIEVE, WAS THEN, AND IS NOW, JUSTIFIED UNDER APPENDIX E.

WE INTEND, THEREFORE, TO PROCEED IN ACCORDANCE WITH MY LETTER OF AUGUST 3. THERE SHOULD BE NO QUESTION IN YOUR MIND THAT WE WILL CONTINUE THE NEGOTIATIONS WHICH ARE NOW IN PROGRESS FOR CHANGES IN THE 1972-73 AGREEMENT IN GOOD FAITH.

VERY TRULY YOURS,

JAPAN AIR LINES COMPANY, LTD.

S. Kasumi

S. KASUMI
ADMINISTRATION MANAGER
THE AMERICAS

CC: W. KURAMOTO



JAPAN AIR LINES
STATION OFFICE
HONOLULU INTERNATIONAL AIRPORT
HONOLULU, HAWAII 96819
TELEPHONE: 808 533-6241

PLAINTIFF'S EXHIBIT 16(b)

E 31

August 28, 1974

Mr. F. Ogoshi
Sr. Business Representative
IAM & AW, District Lodge 151
1449 S. Beretania Street
Honolulu, Hawaii 96814

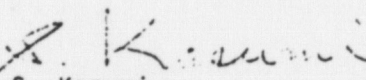
Subject: Third-step grievances of
Messrs H. Yamane, R. Higa,
K. Ikenaga, R. Yamamoto,
J. Muraoka, D. Wetterman,
T. Matsuda, K. Tokuda,
K. Kawamura

Dear Mr. Ogoshi:

This is to advise you that the letters dated August 3, 1974 and August 16, 1974 signed by Mr. S. Kasumi plus the letters dated August 12, 1974, reference KGX-141 & 142 and August 19, 1974, reference KGX-150 given to the above employees have hereby been cancelled.

Very truly yours,

JAPAN AIR LINES CO., LTD.


S. Kasumi
Administration Manager
The Americas

WK:sk



JAPAN AIR LINES PLAINTIFF'S EXHIBIT 16(c)
AMERICAN REGION EXECUTIVE OFFICE
655 FIFTH AVENUE, NEW YORK, N. Y. 10022
TELEPHONE: 212 758-8850
CABLE ADDRESS: JAPANAIR NEW YORK

E32

SEPTEMBER 19, 1974

MR. FUSAO OGOSHI
SR. BUSINESS REPRESENTATIVE
IAM & AW, DISTRICT LODGE 151
1449 S. BERETANIA STREET
HONOLULU, HAWAII 96814

RE: IAM V. JAL., U.S.D.C., DISTRICT
OF HAWAII, CIVIL NO. 74-210

DEAR MR. OGOSHI:

AS I HAVE PREVIOUSLY ADVISED YOU BY MY LETTER OF AUGUST 28, 1974, ANY ACTION WITH RESPECT TO THE FURLOUGH OF THE NINE EMPLOYEES NAMED IN THAT LETTER HAS BEEN CANCELLED. APPARENTLY BEFORE RECEIPT OF MY AUGUST 28 LETTER, THE IAM, ON AUGUST 30, 1974, BEGAN A SUIT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAII, ENTITLED IAM, ET AL. VS. JAPAN AIR LINES COMPANY, LIMITED, CIVIL NO. 74-210, SEEKING AN INJUNCTION AGAINST THE ACTION CONTEMPLATED BY THE LETTERS WHICH HAD BEEN CANCELLED.

SUBSEQUENTLY, THE RETURN DATE OF THE MOTION FOR A PRELIMINARY INJUNCTION IN THAT ACTION WAS ADJOURNED TO SEPTEMBER 27, 1974. IN VIEW OF THE FACT THAT JAPAN AIR LINES HAS NOT RE-INSTATED THE CANCELLED LETTERS AND DOES NOT PRESENTLY INTEND TO TAKE ANY ACTION TO FURLOUGH ANY EMPLOYEES, IT DOES NOT SEEM TO US THAT THERE IS ANY REASON AT THIS TIME FOR THE IAM TO PROCEED WITH ITS MOTION FOR A PRELIMINARY INJUNCTION. WE WOULD, THEREFORE, ASK YOU TO JOIN IN A REQUEST TO THE COURT TO HAVE THE MOTION ADJOURNED WITHOUT DATE, SUBJECT TO RESTORATION TO THE CALENDAR ON TEN DAYS NOTICE BY YOU TO US. WE HEREBY AGREE TO GIVE YOU SEVEN DAYS NOTICE OF ANY INTENTION ON OUR PART TO INITIATE ANY FUTURE FURLOUGH ACTION, DURING THE PENDING NEGOTIATIONS.

VERY TRULY YOURS,

JAPAN AIR LINES COMPANY, LTD.

Shigeo Kasumi
SHIGEO KASUMI
ADMINISTRATION MANAGER
THE AMERICAS

SK:JJ

This will confirm understandings reached in Mediation
 conferences regarding the Union's proposed changes
 while it keeps.

While the company recognizes the position
 the Union is trying to bring all operations
 involving the crafts represented by the Union, within
 the bargaining unit, the company likewise
 has some serious problems in effecting the
 changes requested by the Union.

We do intend to move ahead as rapidly
 as practicable to meet these problems and propose
 the following:

1. Effective October 1, 1973 - J.F.K. etc.
2. The company will immediately begin
 proceedings to bring Plant Mechanics
 at SFO under the unit, we are experiencing
 some difficulty obtaining facilities, but
 every effort will be made to finalize
 arrangements. We will keep the Union
 advised at 30 day intervals of progress.
3. We propose to investigate with a committee
 of four (two from the Union and two from the company)
 the specific problems in instituting
 further changes as soon as feasible
 and practical. The joint Committee
 will investigate each operation, which the
 Union alleges falls within the
 bargaining unit, and develop the specific

of each operation, including, but not limited to:
 persons presently doing the work, the contractor
 or company they work for, exactly what the
 employees do, the amount of work they do,
 the limits and obligations of the contract
 and the requirements for manpower and
 equipment if IAL employees were to assume
 the work. The study also, considering all
 these specifics, to determine if and when it
 would be practical to make appropriate changes.

The results of the study should enable the
 parties, armed with definite specifics on former
 and future obligations along with a firm, accurate
 understanding of each operation in question, to
 report back to their respective company and union
 and ~~implement~~ such plans as may be appropriate
 to resolve these disputes.

In the meantime the Company agrees -
 no. long off. etc.



JAPAN AIR LINES
AMERICAN REGIONAL OFFICE
655 FIFTH AVENUE, NEW YORK, N. Y. 10022
TELEPHONE: 212 754-8800
CABLE ADDRESS: JAPANAIR NEW YORK

PLAINTIFF'S EXHIBIT 21(a)

E 35

November 12, 1974

Mr. Fusao Ogoshi
Sr. Business Representative
District 151, IAM & AW.
1449 So. Beretania Street
Honolulu, Hawaii 96814

Dear Mr. Ogoshi:

With regard to the Mediation Agreement reached on the parties hereto agree that upon receipt by the Company from the Union of written notification that such Mediation Agreement has been ratified, the Company:

1. During the period commencing with receipt of such notice of ratification and ending on April 30, 1976, simultaneously with any lay-off, may establish the same number of positions at stations covered by this Agreement other than the station at which the layoffs occur. Those positions need not be in the same classification as the positions from which the layoffs are made. Such positions shall be referred to herein as "Substitute Positions."

Any employee given notice of layoff in the period up to April 30, 1976, in addition to his rights under Article VII K, shall have the right to take the Substitute Position created, at the time of his notification of layoff, in respect of the position affected by the layoff. No other employee shall have the right to bid for such Substitute Position, and if the Substitute Position is not filled by the procedure specified herein, within thirty (30) days of the time of its creation, it shall be cancelled.

Mr. Fusao Ogoshi
Page #2

2. The Company shall have no obligation to create a Substitute Position if a layoff is caused by:

- (1) An act of God.
- (2) A war emergency.
- (3) Revocation of the Company's operating certificate or certificates.
- (4) Grounding of a number of Company aircraft which would require reduction in force.
- (5) A strike.
- (6) Picketing of Company premises.
- (7) Work stoppage which would substantially interfere with the operations of the Company.
- (8) Any cessation of work because of circumstances beyond the Company's control.

3. Disciplinary layoffs are specifically exempt from this agreement.

Sincerely,

JAPAN AIR LINES CO., LTD.

Shigeo Kasumi
Shigeo Kasumi
Administration Manager
The Americas

Agreed:

Fusao Ogoshi
Sr. Business Representative
District 151, IAM & AW

Date _____

5 YEAR DURATION PROPOSAL

EFFECTIVE 11-1-1973

PGM 11-1-1978

E ACCEPT ALL ITEMS ALREADY AGREED TO

E ACCEPT UNITED LAST SETTLEMENT

N UNION PROPOSALS NOW AND EVERY

UNITED SETTLEMENT UNTIL 11-1-1978

JAL WITHIN 6 MONTHS (4-1-1975)

INSTALL IT'S OWN EMPLOYEES TO DO
ALL CONTRACT COVERED WORK AT
ALL PRESENT AND ANY FUTURE
STATIONS WITHIN 50 STATES~~UAFB~~

F.A.M. TO J.A.L.

9-3-74



JAPAN AIR LINES
AMERICAN REGION EXECUTIVE OFFICE
655 FIFTH AVENUE
NEW YORK, NEW YORK 10022
TELEPHONE: 212 758-8850
CABLE ADDRESS: JAPANAIR NEW YORK

SEPTEMBER 10, 1974

MR. FUSAO OGOSHI
SENIOR BUSINESS REPRESENTATIVE
IAM & AW, DISTRICT LODGE 151
1449 S. BERETANIA STREET
HONOLULU, HAWAII 96814

DEAR MR. OGOSHI:

ON THE FINAL DAY OF NEGOTIATION, SEPTEMBER 3, 1974, THE COMPANY PRESENTED THREE (3) AMENDED PROPOSALS VERBALLY. THIS LETTER WILL CONFIRM THESE PROPOSALS IN WRITING.

1. SCHEDULES A & B

THE COMPANY WILL AMEND ITS PROPOSED SCHEDULES A & B TO CONFORM TO THE SIMILAR PERCENTAGE INCREASE OF UNITED AIR LINES' LATEST NEGOTIATED AGREEMENT AS OF OCT. 1, 1975. ACTUAL SCHEDULES A & B WILL BE FORWARDED LATER.

2. COMPANY PROPOSAL, ARTICLE XVII, GENERAL MISCELLANEOUS, PARAGRAPH 0

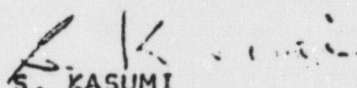
THE COMPANY AMENDS THIS PROPOSAL TO READ; 0 PART-TIME EMPLOYEES; NOTWITHSTANDING ANY OF THE PROVISIONS OF THE AGREEMENT, THE COMPANY MAY HIRE PART-TIME RAMPMEN WHOSE NUMBER SHALL NOT EXCEED THIRTY PER CENT (30%) OF THE COMBINED TOTAL EXCLUDING LEADS AT SAN FRANCISCO, AND TWENTY PER CENT (20%) OF THE COMBINED TOTAL EXCLUDING LEADS AT HONOLULU & JFK.

3. REDUCTION IN FORCE IN HONOLULU

THE COMPANY WILL RETAIN ALL MECHANICS AND FULL TIME RAMP SERVICEMEN IN THEIR RESPECTIVE POSITIONS. HOWEVER, THE NUMBER OF POSITIONS OF SIX (6) PART TIME RAMP SERVICEMEN WILL BE REDUCED.

VERY TRULY YOURS,

JAPAN AIR LINES COMPANY, LTD.


S. KASUMI
ADMINISTRATION MANAGER
THE AMERICAS

CC: MR. PHIPPS

PLAINTIFF'S EXHIBIT 30

1. A.M. PROPOSAL TO J.A.L. 1-23-75 -
- WAGES - 15% ACROSS THE BOARD EACH YEAR FOR TWO YEARS EFFECTIVE 11-1-73 -
 - A - UNLIMITED C.D.L. STARTING 1-1-75 -
 - RETIREMENT PLAN - LIMITED PLAN WITH ~~PRESENT~~ PARTICIPANTS OF PRESENT PLAN TO GET FULL REFUND -
 - PROVISION WITH GUARANTEE OF NO LAY-OFF OF ANY EMPLOYEE DURING LIFE OF AGREEMENT - PERIOD -
 - NEGOTIATE ON SCOPE RULE IF FINAL COURT DECISION PERMITS.
 - COMPANY TO WITHDRAW ^{ITS} # 28 - AND ALL OTHER COMPANY PROPOSALS -
 - ALL OTHER UNION PROPOSALS TO BE WITHDRAWN IF AND ONLY IF COMPANY WILL AGREE TO # 1 & 1A & 2 & 3 & 4 & 5 LISTED ABOVE WITHOUT CHANGES

PLAINTIFF'S EXHIBIT 32

Fri. 18 Jan. 74

Commenced at 10:00 a.m.

Ogoshi - asked if Co. has man hours figure
of contract out work at LAX

Quick - walked thru LAX FF Bldg. Talked
with Mercury Co. found that ^{at times} as much as
40 men working for the garage 20-25.

They attempting to organize Mercury

Yone - N's plan to have LAX
goes back Jan. 19, 72 when Mr. S. with
addressed the group.

It's Co. policy to let's
keep on costs, budget
other places, other company handling things,
although it has interest in the Co.

Ogoshi - Under Railway labor bet, union
has right to man hour info in order
to conclude an agreement. If available
to get out to negotiations, Union has right.

Yone - even if Co. has ~~info~~ info, Co.
cannot divulge because Mercury will
have something to say about it.

Quick - contracts say if facilities open which
is under this ~~garage~~ Co. must run.

It has elaborate facility, other facilities do not
have as good a facility. Union only wants

241

DEFENDANT'S EXHIBIT A

1972-1973 AGREEMENT

between

JAPAN AIR LINES COMPANY, LIMITED
and
THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS
(AFL-CIO)

FOR AIR LINE MECHANICS,
STORES and RAMP EMPLOYEES

Effective March 1, 1972
to
October 31, 1973

INDEX

<i>Article</i>		<i>Pages</i>
I	Scope of Agreement.....	1-2
II	Stauts of Agreement.....	2
III	Classifications of Work.....	2-6
IV	Hours of Service.....	6-9
V	Overtime and Holidays.....	9-14
VI	Travel Pay.....	14-16
VII	Seniority.....	16-21
VIII	Vacancies.....	21-24
IX	Leave of Absence and Authorized Leave of Absence.....	24-26 26-29
X	Vacations.....	
XI	Sick Leave and Occupational Injury Leave.....	30-31 31
XII	Free and Reduced Fare Transportation....	32-36
XIII	Grievance Procedure.....	36-41
XIV	System Board of Adjustment.....	41
XV	Apprentice Mechanics.....	41-43
XVI	Safety and Health.....	43-48
XVII	General and Miscellaneous.....	48-51
XVIII	Wage Rules.....	51-53
XIX	Severance Allowance.....	53-56
XX	Union Security.....	56
XXI	Savings Clause.....	57-58
XXII	Effective Date and Duration.....	59
	Schedule "A": Mainland.....	60
	Schedule "B": Honolulu.....	61-62
	Appendix A.....	63
	Appendix B.....	65-66
	Appendix C.....	67-68
	Appendix D.....	69-70
	Appendix E.....	

Legend:

A indicates paragraph revision effective 12/1/60
 B indicates paragraph revision effective 6/1/62
 C indicates paragraph revision effective 12/1/62
 D indicates paragraph revision effective 9/1/64
 E indicates paragraph revision effective 9/1/66
 F indicates paragraph revision effective 4/1/67
 G indicates paragraph revision effective 4/1/68
 H indicates paragraph revision effective 4/1/69
 I indicates paragraph revision effective 9/1/69
 J indicates paragraph revision effective 5/13/73

AGREEMENT

between

JAPAN AIR LINES COMPANY, LIMITED

and

THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS
(AFL-CIO)

This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act (as amended) by and between Japan Air Lines Company, Limited (hereinafter referred to as the "Company") and the International Association of Machinists, AFL-CIO (hereinafter referred to as the "Union") representing the employees comprising the craft or class of Airline Mechanics, including Ground Service and Ramp employees employed by Japan Air Lines Company, Limited, as certified by the National Mediation Board in Case R-3303, December 9, 1958.

ARTICLE I

SCOPE OF AGREEMENT

J A. The Union is recognized by the Company as the sole collective bargaining agent for those employees of Japan Air Lines Company, Limited based in the United States, its territories and possessions, who comprise the craft or class of Airline Mechanics, including Ground Service and Ramp employees, said Union having been certified as representing those employees by the National Mediation Board in Case R-3303 on December 9, 1958.

E B. This Agreement is made between the Company and the Union to cover employees comprising the craft or class of Airline Mechanics, including Inspectors, Storekeepers, Ground Service and Ramp Employees, and Leads in said classifications, employed by the Company.

C. This Agreement is made to cover all work involved in the operation and/or maintenance of aircraft, or parts thereof, aircraft engines, ground equipment and facilities, loading, stowing and unloading of all cargo, and any work incidental thereto coming within the jurisdiction of the Union.

D. If, during the life of this Agreement, the Company should establish its own maintenance, ground service or stores facilities at any other base within the United States, its territories and/or possessions, the Company and the Union will meet and negotiate wage rates and other conditions to govern the employees at the new base only prior to, or as near as possible after, the opening of the facility.

ARTICLE II

STATUS OF AGREEMENT

It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all Agreements existing or previously executed between the Company and any Union or individual affecting the crafts or classes of employees covered by this Agreement.

It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the Company. In case of consolidation or merger affecting the rights of employees covered by this Agreement, representatives of the Company and the Union shall meet no later than thirty (30) days prior to the date of merger or consolidation and negotiate for proper provisions for the protection of employee seniority and other property rights and/or benefits.

ARTICLE III

CLASSIFICATIONS OF WORK

A Lead Mechanic

The work of a Lead Mechanic shall be the same as that of a Mechanic and, in addition thereto, he shall:

1. Be the employee who, as a working member of his crew assigns work to Mechanics.

2. Perform incidental on-the-job instruction work as may be necessary.

3. Be required to perform incidental paper work but such paper work shall not constitute the majority of the work of a shift.

4. See that assignments are carried out by members of his crew.

5. Approve and sign for work performed by his crew as may be required.

A Lead Mechanic shall be maintained on duty when three (3) or more employees are assigned to a shift.

A Lead Mechanic shall not be required to lead and direct the work of more than seven (7) other employees.

Lead Mechanics may be required to possess valid certificates or licenses as may be required by laws or Government regulations.

A Lead Mechanic shall not be temporarily upgraded to a Supervisory position.

A Mechanic

The work of a mechanic shall include (and without limiting the scope thereof) periodic aircraft checks, dismantling, overhauling, repairing, fabricating, assembling, welding, and erecting all parts of aircraft, aircraft engines, radio, instrument, electrical, heating, hydraulic and other components and systems, machine tool work in connection therewith and refueling of aircraft. In addition, it shall include all mechanical work required by the Company not only in relation to work on or for aircraft and components but also in connection with company machinery and mechanical devices, automotive equipment, ramp equipment, buildings, hangars and fuel storage or dispensing equipment. Mechanics work shall include the receiving and dispatching of aircraft, handling of wheel chocks and fire guard. A Mechanic assigned to aircraft may also be required to be the holder of a valid Federal Aeronautics Administration Airframe and Power-Plant License or Licenses and such other licenses as may be required by the laws and/or regulations of the United States and Japan in the performance of his duties as a Mechanic. When a Mechanic is required to possess a Japan Civil Aeronautics Board (JCAB) license, the Company will furnish reasonable per diem expense, transportation and other reasonable facilities.

E44

ties to enable said Mechanic to take any examination required of said Mechanic to qualify for said license or licenses, without loss of pay.

J LEAD PLANT MECHANIC

The work of a Lead Plant Mechanic shall be the same as that of a Plant Mechanic and, in addition thereto, he shall:

1. Be the employee who, as a working member of his crew, assigns work to Plant Mechanics.
2. Perform incidental on-the-job instruction work as may be necessary.
3. Be required to perform incidental paper work but such paper work shall not constitute the majority of the work of a shift.
4. See that assignments are carried out by members of his crew.
5. Approve work performed by his crew as may be required.

A Lead Plant Mechanic shall be maintained on duty when three (3) or more employees are assigned to a shift.

A Lead Plant Mechanic shall not be required to lead and direct the work of more than seven (7) other employees.

Lead Plant Mechanics may be required to possess valid certificates or licenses as may be required by laws or Government regulations.

A Lead Plant Mechanic shall not be temporarily upgraded to a Supervisory position.

J Plant Mechanic

Perform periodic inspection and maintenance of all aircraft ground service equipment, automotive equipment, tools and Company machinery; major and minor alteration, repair, and modification work as necessary, dismantling, overhauling, repairing, welding and assembly of Company ground equipment, minor repair work of hangar and office buildings, painting of all ground service equipment and Company offices, as necessary, maintaining records of all equipment as for periodic check and repair work, check the daily equipment discrepancy list and perform necessary work required and report all accidents to the immediate

supervisor. He may also be required to assist aircraft mechanics perform work on an aircraft when the need arises.

E Lead Ramp Serviceman

J The work of a Lead Ramp Serviceman shall be the same as that of a Ramp Serviceman and, in addition thereto, he shall:

1. Be the employee who, as a working member of his crew, assigns work to Ramp Servicemen.
2. Perform incidental on-the-job instruction work as may be necessary.
3. Be required to perform incidental paper work but such paper work shall not constitute the majority of the work of a shift.
4. See that assignments are carried out by members of his crew.
5. Approve the work performed by his crew.

A Lead Ramp Serviceman shall be maintained on duty when three (3) or more employees are assigned to a shift.

A Lead Ramp Serviceman shall not be required to lead and direct the work of more than seven (7) other employees.

A Lead Ramp Serviceman shall not be temporarily upgraded to a Supervisory position.

J Ramp Serviceman

A Ramp Serviceman is an employee who may be required to load, stow and unload all cargo, mail, baggage, stores, cabin services and catering supplies and to do all classes of cleaning work, whether on or in the aircraft or otherwise in connection with any equipment, buildings, or other property of the Company and any other work incidental thereto. In addition, he may be required to operate any automotive equipment or vehicles as directed.

C Lead Storekeeper

J The work of a Lead Storekeeper shall be the same as that of a Storekeeper and, in addition thereto, he shall:

1. Be the employee who, as a working member of his crew, assigns work to Storekeepers.
2. Perform incidental on-the-job instruction work as may be necessary.

E 45

3. Be required to perform incidental paper work but such paper work shall not constitute the majority of the work of a shift.

4. See that assignments are carried out by members of his crew.

5. Approve the work performed by his crew.

A Lead Storekeeper shall be maintained on duty when three (3) or more employees are assigned to a shift.

A Lead Storekeeper shall not be required to lead and direct the work of more than seven (7) other employees.

A Lead Storekeeper shall not be temporarily upgraded to a Supervisory position.

C Storekeeper

The work of a Storekeeper shall consist of storeroom work including receiving, shipping, checking, inspecting, classifying, issuing, inventory, storing of supplies, equipment and materials, the operation of stores equipment, including driving of trucks, the preparation and maintenance of required records and reports, the transfer of parts and materials between locations at the base and other storeroom work. Storekeeper's duties may include making up work schedules, fuel and oil reports, copy machine work, ordering of office supplies, making up of sales and service tickets, flight time records and transporting mechanics to and from the terminal and/or maintenance base, as required.

E Temporary or Acting Lead

An employee required to perform services of Lead temporarily during the absence of a regularly assigned Lead shall be paid for the period he works as a Lead at the applicable Lead rate. If he is working as a Lead at the end of a shift, he shall be paid as a Lead to the end of the scheduled shift, even if said shift is dismissed in less than eight (8) hours.

ARTICLE IV HOURS OF SERVICE

A. Eight (8) consecutive hours of service, exclusive of a meal period of not to exceed one (1) hour will constitute a work shift, except effective January 1, 1970, eight (8) consecutive hours inclusive of a thirty (30) minute meal period will constitute a night work shift.

B. The standard work week shall consist of forty (40) hours, not to exceed eight (8) hour day, work of which seven (7) consecutive days, 12:01 A.M. Sunday, to midnight Saturday.

C. All full time employees covered by this Agreement will have two (2) regularly scheduled days off each week which will be consecutive, except:

(1) Where a rotated days off schedule provides other than consecutive days off in order to maintain the schedule of rotated days off.

(2) Where the number of part time employees on the payroll cannot be scheduled to take consecutive days off.

(3) Where charter flights are scheduled, the local Company Representative and the Accredited Representative of the Union and his committee will meet to discuss any changes in the day off schedule for the full time employees to try to work out an Agreement to assure adequate manning for the charter flights.

In computing the 24 hour period where odd shifts are scheduled, the 24 hour period comprising the first or second scheduled day off ends with the start of the following scheduled day off or scheduled work day as the case may be. Any work performed during the hours of said scheduled days off shall be paid at appropriate overtime rates.

Example 1: An employee is scheduled to work Sunday from 0600 to 1430. Monday is his scheduled day off and he is scheduled to return to work Tuesday at 0600. His day off is from 0600 Tuesday back 24 hours to 0600 Monday.

Example 2: An employee is scheduled to work Sunday from 0600 to 1430. Monday and Tuesday are his scheduled days off; he is scheduled to return to work Wednesday at 1200. His second day off is from 1200 Wednesday back 24 hours to 1200 Tuesday and his first day off is from 1200 Tuesday back to 1200 Monday.

A. D. The regular starting and stopping time for work shifts will be scheduled and posted and will not be changed without seven (7) calendar days' notice to any employee affected by the change. Notwithstanding any provisions of this Agreement to the contrary, should the Company schedule changes to the starting and stopping time for work shifts

without seven (7) days' notice, the employees affected shall be paid overtime rates at the rate of time and one-half for each day's work performed short of the required seven (7) days.

A E. All employees covered by this Agreement will be granted a ten (10) minute rest period during the first half of a work shift and ten (10) minute rest period during the second half of the work shift without loss of time, for the purpose of relaxation.

A F. No regular employee or laid-off employee will be called to work or required to report for work without receiving credit for an eight (8) hour work shift, with pay therefor, except when requested to return to work on the same day or on a recall after having worked a previous shift the same day, or on a scheduled day off when the minimum allowance will be four (4) hours at the applicable rate; provided that any employee called to work or permitted to come to work when there is temporarily no work because of an Act of God or other circumstances over which the Company has no control including strikes by employees of the Company curtailing flight operations in the United States by fifty per cent (50%) or more, shall receive a minimum of four (4) hours pay at the regular hourly rate unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular shift, whichever period is the shorter. Recall as used in the subparagraph shall include off-schedule arrival of a regularly scheduled aircraft, ferry flights, survey flights, diverted flights, extra section, etc., provided that the employee shall have worked and received credit for a regular shift during the same work day.

I G. A meal break of thirty (30) minutes will be given within the fourth (4th) and fifth (5th) hour of the shift concerned, but this may be changed by mutual consent for the convenience of the Company or the employee. Where agreement is not reached as to a change of the meal period, the Company may require an employee to start his meal period in advance of the beginning of the fourth (4th) hour or to complete his meal period beyond the end of the fifth (5th) hour. In this event a meal period of thirty (30) minutes will be allowed as soon as possible and the employee shall be paid at overtime rates for all time between the beginning of his meal period and the beginning of the

fourth (4th) hour or between the end of the fifth (5th) and the completion of his meal period, but in no event shall the overtime be for less than thirty (30) minutes.

ARTICLE V

OVERTIME AND HOLIDAYS

I A. Overtime rate of time and one-half computed on the basis of one tenth (1/10) of an hour for each six minutes or part thereof with a minimum of one (1) hour overtime shall be paid for all work performed in excess of eight (8) hours in any one day, for all work performed either in advance of or after regularly scheduled hours, for the first four (4) hours in excess of eight (8) hours in any regular work day, and for the first eight (8) hours worked on the first regularly scheduled day off each work week.

B. Overtime rate of double time shall be paid for all hours in excess of the first eight (8) hours worked on the first regularly scheduled day off each work week, for all time worked on the second regularly scheduled day off in a work week, and for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period except when an employee voluntarily changes shifts.

A C. For overtime purposes the twenty-four (24) hour period shall begin with the starting time of the employee's regular assigned shift, except that employees assigned to an odd starting time schedule who have at least nine (9) consecutive hours time off between the end of the previous day's work and the start of the following scheduled shift shall not be paid overtime for the scheduled shift hours worked on the second day even though they fall within the previous day's twenty-four (24) hour period. In computing overtime for an employee who is scheduled from an early to a late shift, or vice versa, the hours prior to the starting time of the following work shift shall be added to or taken away from the previous twenty-four (24) hour work day.

Example 1: An employee is scheduled to start at 0830 Tuesday and 1330 Wednesday. Tuesday consists of twenty-nine (29) hours ending at 1330 Wednesday.

Example 2: An employee is scheduled to start at 1330 Wednesday and 0830 Thursday. Wednesday consists of nineteen (19) hours and ends at 0830 Thursday.

1 4. Under normal circumstances, a break of not less
2 than ten (10) consecutive hours between the finishing time
3 of one shift and the commencing time of his next
4 shift shall be observed. If an employee does not have a ten
5 hour consecutive break between shifts on successive
6 days, he shall be paid as follows:

- 1 1. If an employee must be paid a ten (10)
2 hour consecutive break, in which case, he shall be
3 paid at double time for the working time occurring
4 during such ten (10) consecutive hour period, or
- 1 2. If the employee is required to resume duty without
2 having had a ten (10) consecutive hour break, he
3 shall be paid at double time until he has had ten
4 (10) consecutive hours off duty without loss of pay
5 for working time occurring during such absence.

6 E. Employees covered by this Agreement will observe
7 the following paid holidays.

- 1 1. New Year's Day;
- 2 2. Washington's Birthday;
- 3 3. Good Friday;
- 4 4. Memorial Day;
- 5 5. Independence Day;
- 6 6. Labor Day;
- 7 7. Columbus Day;
- 8 8. Thanksgiving Day;
- 9 9. Christmas Day;
- 10 10. Employee's Birthday.

11 If Federal law designates a date other than the calendar
12 date of one of the above listed holidays for observance of
13 the holiday, the date designated by law shall be the holiday.

14 Notwithstanding any other provision of this Agreement,
15 an employee required to work on Christmas Eve (Decem-
16 ber 24th) or New Year's Eve (December 31st) shall be
17 paid a bonus of two (2) hours at straight time in addition
18 to his other pay.

19 When a holiday falls on an employee's first scheduled
20 day off, it should be observed on the employee's previous
21 scheduled working day. When a holiday falls on his second
22 scheduled day off, it shall be observed on the employee's
23 next scheduled working day. When an employee's birthday

24 falls on one of the other nine (9) holidays, his birthday
25 shall be observed on the working day next preceding or
26 next following said holiday.

Example No. 1

27 An employee born on May 30 (Memorial Day) which
28 falls on his first day off, May 29 will be celebrated as
29 Memorial Day and May 28 as the employee's birthday.

Example No. 2

30 Same facts, except that May 30 is his second day off.
31 May 31 will be celebrated as Memorial Day and June 1
32 as the employee's birthday.

33 A F. An employee required to work on any of the above
34 holidays falling on one of his regular scheduled work days
35 shall, in addition to his holiday pay, be paid for a mini-
36 mum of eight (8) hours at the rate of time and one-half
37 for all hours worked within his normal scheduled shift
38 hours and at the rate of double time and one-half for all
39 work performed outside his normal shift hours or when
40 called in outside his normal shift hours. An employee called
41 in before the start of his regular work shift following a
42 holiday shall be paid at the rate of double time with a
43 minimum of one (1) hour's pay for all hours worked im-
44 mediately before the start of said shift where there is no
45 break except for a meal. An employee required to work on
46 a holiday shall receive no additional time off.

47 A G. Overtime shall be distributed as equally as possible
48 among all qualified full time employees at the location
49 where overtime is required and employees will not be re-
50 quired to suspend work during regular working hours to
51 absorb overtime. Qualified part time employees shall be
52 called in (recalled) only when qualified full time em-
53 ployees are not available.

54 J Wherever overtime is needed, the Supervisor will make
55 out the overtime request indicating the following:

- 56 1. The estimated number of hours;
- 57 2. The date and starting time of the overtime;
- 58 3. The number of employees by classification;
- 59 4. The time and date each employee was contacted by
60 the Supervisor.

If overtime is called to begin within two (2) hours or less after punch out time of any shift, the employee assigned shall have the option to work straight through.

I. (1) Overtime anticipated to be three (3) hours or less, which is continuous, following a scheduled shift will be offered to employees working on that shift, starting with the lowest man on the overtime list.

(2) Overtime anticipated to be three (3) hours or less in advance of and continuous with a scheduled shift will be offered to employees on regular work days on the oncoming shift, starting with the lowest man on the overtime list.

(3) Overtime anticipated to be three (3) hours or less and not continuous with a work shift will be offered to employees on regular work days.

1. (1) Overtime anticipated to be more than three (3) three hours will be offered to the lowest man on the overtime list.

(2) If two (2) or more employees have the same amount of hours, seniority shall govern the selection.

J. Overtime will be charged as follows:

(1) Employees on sick, injury or occupational injury leave, Union business leave and on vacation shall not be called for overtime and shall not be charged while on such status.

(2) All other employees shall be on the call list and overtime will be charged to the employees only if they decline overtime.

(3) An employee shall not be charged for any overtime refused after sixteen (16) consecutive hours worked, without being given a ten (10) consecutive hour rest.

(4) An employee may voluntarily remove himself from the overtime list by submitting such request in writing to the Supervisor with a copy to the Local Committee. He may reinstate himself in the same manner, and at the time he is put on the overtime list, he shall be charged the same amount of overtime as the employee in the same classification with the highest total.

(5) An employee without a phone number listed for overtime calls will be charged with a refusal when he would have been called by phone.

(6) An employee, upon completion of his probationary period or transferring to another station, will be placed on the overtime list with the same amount of hours as the employee in the same classification with the highest total.

K. Overtime will be posted as follows:

(1) Overtime list will be posted in each shop or section and totaled by classification.

(2) The overtime list shall be kept up to date daily by the Supervisor. All overtime not worked, but for which an employee is charged, shall be identified by separate color.

(3) All overtime will be computed on a straight time basis to the nearest hours. Fractions less than thirty (30) minutes will not be charged and fractions of thirty (30) minutes or more will be charged as full hours.

(4) Overtime paid for attending Company and employee meetings or joint Union and Company meetings will not be logged on the overtime list.

(5) An employee who is bypassed in violation of these overtime distribution procedures shall be paid at the applicable rate as though he had worked. The paid hours shall be added to the employee's overtime balance.

(6) The overtime charge list will not be zeroed. When all the names have been charged with more than one hundred (100) hours, each employee's total will be reduced by one hundred (100) hours.

L. No employee will be expected to work overtime against his wishes. However, the Union recognizes that in the Air Transport Industry, there is often a need for overtime. In view of this, it is agreed there shall be no concerted refusal of overtime.

A M. For continuous service after regular working hours employees will not be required to work more than two (2) hours without being permitted to go to meals and employees will be allowed thirty (30) minutes to eat without loss of time, and after each additional four (4) hours' overtime worked employees will be allowed thirty (30) minutes to eat without loss of time.

N. Employees shall be given four (4) hours notice of contemplated overtime except in cases of emergency.

O. No overtime shall be worked except by direction of the proper supervisory personnel of the Company except in

cases of emergency where proper prior authority cannot be obtained.

P. When employees are required to attend formal educational classes conducted by the Company they shall receive straight time pay for the period they are in attendance at such classes, whether classes are held during regular shift or immediately preceding or following a regular shift or at any other time agreed to on a local basis, and if conducted on a regular day off the overtime rate applicable will be paid for the actual hours of training. When classes are held prior to or after a regular shift such classes shall not be of more than two (2) hours duration unless otherwise agreed to on a local basis.

Q. There shall be no pyramiding overtime rates provided for in this Agreement.

ARTICLE VI TRAVEL PAY

A. When employees covered by this Agreement engage in emergency field service away from their base station to restore Company airplanes or equipment to service they shall be paid for such work on the same basis as at their base station, with a minimum of eight (8) hours at straight time rate for each twenty-four (24) hour period.

B. All time spent in travelling or waiting in connection with emergency field service as defined in Paragraph A above, including hours in excess of eight (8) hours in any one day will be paid for at straight time rate, unless an employee is required to travel on regular days off, in which event he will be paid for all hours travelling or working at the overtime rate applicable for the day. If such travel is interrupted for any reason and the employee is released by an agent of the Company for a period of five (5) consecutive hours or more, he shall not be paid for the time released, but in no event shall any employee receive less than eight (8) hours pay at straight time rate for any twenty-four (24) hour period while away from his base station. It is understood the Company may schedule an employee to take his regular days off without compensation except for the reasonable and necessary expenses provided for in this Article.

C. Employees required to work after travelling in connection with emergency field service shall be paid at the overtime rate applicable for all hours worked in excess of

eight (8) hours travel, waiting, and working time for the day in question.

D. Upon completion of such emergency field work, an employee shall return to his home station in accordance with the orders received at the time he left his home station, or in accordance with the orders he receives from the person to whom he was ordered to report in the field, and shall be compensated for the return trip in accordance with the provisions of Paragraphs B and C above.

A E. Where transportation, laundry, meals and lodgings are not provided by the Company, necessary and reasonable expenses will be allowed. Upon application an employee will be given an advance by the Company to cover his expense while away from his base station. Within five (5) days after returning to his home station, or at the close of each week in the event the employee is away for a period longer than one week, the employee shall submit an expense account in accordance with Company regulations, and if the employee has returned to his home station it shall be accompanied by the balance of any expense money advanced but not accounted for on the expense account.

F. Employees who are temporarily transferred from their home station to fill temporary vacancies shall be paid in accordance with Paragraphs B and C of this Article for the time necessary to travel in connection with such temporary transfer, and they shall receive necessary and reasonable expenses for transportation, laundry, meals and lodging in accordance with Paragraph E of this Article.

G. When an employee is away from his home station filling a temporary vacancy he shall be paid straight time and overtime in accordance with the provisions of this Agreement based on the status as scheduled at the location of the temporary vacancy, but in no event shall he receive less than eight (8) hours pay for each day. It is understood the Company may schedule an employee to take his regular days off without compensation except for the reasonable and necessary expenses provided for in this Article.

H. Employees called from home for emergency field service after completing their regular shift assignment, or on a regular day off, will be allowed one (1) hour as preparatory time at overtime rate and in all possible cases will be given (2) hours or more notice before departure time.

I. When an employee covered by this Agreement receives a special assignment to attend training classes pertaining to

his work, or to fulfill other special assignments not constituting emergency field service or the filling of temporary vacancies, he shall receive compensation not to exceed eight (8) hours per day for time spent in travelling or waiting, at the applicable rate. If such special assignment involves travelling after completion of his regular work for the day, he shall receive the applicable overtime rate for the first succeeding eight (8) hours of travelling and waiting.

J. When an employee covered by this Agreement voluntarily accepts an invitation but is not required to participate in any educational program sponsored or given by the Company for the development of its employees, he shall receive his normal compensation and reasonable and necessary expenses as provided in Paragraph E above but shall not be paid additional pay for travel or waiting time.

ARTICLE VII SENIORITY

J A. Seniority shall be by work classification and shall accrue from the date of entering a classification. The work classifications to be recognized for seniority purposes shall consist of Lead Inspector, Inspector, Lead Mechanic, Mechanic, Lead Plant Mechanic, Plant Mechanic, Lead Storekeeper, Storekeeper, Lead Ramp Serviceman, and Ramp Serviceman.

B. The definition of seniority shall include ability to perform the required work of the job.

C. Two types of seniority shall govern employees covered by this Agreement, namely, System Seniority and Station Seniority.

1. System Seniority shall be defined as the total length of service for which an employee received credit, regardless of location, in any of the classifications covered by this Agreement and shall commence when the employee first enters the employ of the Company in a classification covered by this Agreement. Except as otherwise provided herein, System Seniority shall govern in layoff, re-employment after layoff, reduction of forces, filling vacancies or new jobs and choice of vacation periods.

2. Station Seniority shall commence when the employee first commences work covered by this Agreement at a particular station. Station Seniority shall be used for

promotion to Lead classifications only, and for the selection of shifts and days off. If no bids locally for Leads, then bulletin system-wide.

3. An employee voluntarily transferring to another station shall retain, but not accrue his Station Seniority at his old station for a period of one (1) year following such transfer.

4. An employee being laid off who exercises his seniority to fill a vacancy or a new job which has not been filled through the bidding process, or to displace to another station shall continue to accrue Station Seniority at his former station until he is recalled to that station.

5. An employee in a Lead classification who voluntarily downgrades to his basic classification (i.e. Lead Mechanic to Mechanic, Lead Storekeeper to Storekeeper, Lead Ramp to Ramp Serviceman) shall retain but not accrue seniority in the higher classification from which he downgraded and he will not be eligible to bid for a vacancy or a new job in the higher classification for a period of six (6) months following such voluntary downgrade. Such voluntary downgrade shall be accomplished only when bids are open for filling vacancies or new jobs.

6. Employees in the following categories shall continue to accrue Station and System Seniority in classifications in which they have established and retained seniority.

a. While on layoff status.

b. When involuntarily reduced to lower classifications.

c. While on leaves of absence defined in Article IX.

d. When promoted to higher classifications.

e. As long as the employee maintains Union membership while on layoff or leave of absence.

D. All new employees shall be regarded as probationary employees for the first sixty (60) days of their employment. Employees may be discharged at any time during such probationary periods without hearing. If retained in the service of the Company after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classifications in the order of the date of original hiring.

E. When the Company establishes new service facilities covering work classifications under this Agreement or establishes work classifications covered by this Agreement at

existing facilities, the Company will bulletin such vacancies or new jobs for bids on a systemwide basis not less than sixty (60) calendar days before the beginning of work operations at such facilities.

1. Such vacancies or new jobs shall be filled first by employees on the current employment list in seniority order with the most senior employee having first choice. The Company shall offer employees on layoff with recall rights the position not filled by current employees before hiring new employees. Such offers and awards shall be made in order of seniority.
2. Where the Company relocates geographically, the affected employees shall have the option to (a) exercise their seniority and displacement rights any place on the system, or (b) at their home station, or (c) accept layoff in lieu of transfer to the new station or any existing station.
3. In the event of geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, the employees affected will be given an opportunity to transfer to the new location at Company expense in accordance with the provisions set forth in the letter agreement signed March 16, 1973, and given credit for all accumulated seniority.
4. Employees shall not suffer loss of pay during such transfer except where there is unnecessary delay involved. It is understood that the increase or expansion of facilities at one particular station that does not involve a reduction in jobs or facilities at another station shall not be construed as a geographical relocation of work in whole or in part.

J F. Seniority lists by classification showing the name, location, classification, seniority date in the classification, and date of entering the Company's service of each employee covered by this Agreement shall be posted in a convenient place on January 1 each year and a copy shall be furnished to the designated local Union Representative and to the Union Business Representative. Such lists shall be amended each six (6) months thereafter to incorporate changes and additions and shall be subject to correction upon protest of any omission or incorrect listing if complaint is filed under the procedure of Article XIII within thirty (30) days of delivery of said list to the Union. However, that if no such protest is filed within thirty (30) days from the time the

first list is posted and delivered to the designated Union Representative or within thirty (30) days from the time an employee's name first appears on the list posted and given to the local Union Representative, the seniority date and Company service dates on such list shall be presumed to be correct.

G. An employee covered by this Agreement shall lose his seniority status and his name shall be removed from all seniority list(s) under the following conditions:

1. He quits or resigns.
2. He is discharged for just cause.
3. He is absent from work for five (5) consecutive work days without notifying the Company, unless satisfactory reason is given.
4. He does not inform the Company in writing or by telegram of his intention to return to work within five (5) calendar days if in the area, or ten (10) calendar days if more than three hundred (300) miles from home, following the day the notice is received informing him of re-employment after layoff.
5. He does not return to work on or before a date specified in the notice offering re-employment after layoff, which date shall not be prior to ten (10) calendar days if in the area, or fifteen (15) calendar days if more than three hundred (300) miles from home following the day after receipt of the notice, provided, however, that subparagraphs 4 and 5 of this Section shall not apply to offers of temporary work. Temporary work, as used in this paragraph shall mean work of an expected duration not to exceed ninety (90) days.
6. He fails to return to work at the end of an authorized leave of absence, unless satisfactory reason is given.
7. He engages in gainful employment while on leave of absence in violation of Article IX, D.
8. He fails to maintain his membership in the Union during layoff or leave of absence.
9. He fails to maintain his membership in the Union in compliance with Paragraph II of this Article upon accepting a supervisory job.
10. He accepts any job not covered by this Agreement, excluding supervisory jobs referred to in Paragraph I.

H. An employee shall lose his Station Seniority and his name shall be removed from such seniority list under the following conditions:

- a. He refuses recall to his former station to which he has seniority rights while on layoff.
- b. He does not return to his former station within twelve (12) calendar months following the date of his voluntary transfer to another station.

I. An employee accepting promotion to supervisory position over employees covered by this Agreement shall stop accruing all seniority in the classification(s) to which he has seniority rights after one hundred twenty (120) days following the effective date of the promotion, providing he maintains his Union membership during this period.

Such employee must maintain his Union membership in order to retain his seniority and will have the right to exercise his seniority rights to displace into the bargaining unit only when he is laid off from his supervisory position.

J. All notices required to be sent under Paragraph G shall be sent by Registered or Certified Mail, Return Receipt Requested, or by telegraph to the employee at the last address filed by him with the Station Manager. However, there shall be no duty on the part of the Company to send a notice to a laid off employee unless said employee files his address with the Station Manager and advises the Station Manager of any change in address.

K. (1) All reductions and/or displacements within a classification at a station shall be made in the inverse order of seniority.

(2) An employee who is being reduced or displaced from his classification may use any of the following options in exercising his System Seniority.

- (a) To displace into the classification which he currently holds at the station where the reduction or displacement is taking place;
 - (b) To displace into any classification which he currently holds at another station;
 - (c) To displace into a lower classification in which he has seniority at the station where the reduction or displacement is taking place.
- (3) An employee may elect to accept a layoff in lieu of (a), (b) or (c) above.

(4) Seniority will apply in the restoration of forces for all classifications and the most senior reduced or laid off employees in the classification at the station shall be recalled first. Any employee reduced from a classification who refuses to accept recall to the classification from which reduced shall forfeit his recall rights to that classification at

that station. Seniority in Lead classifications shall not be used to displace other employees holding Lead classifications at another station.

(5) In reductions where more than one employee is displacing at a station, seniority shall govern. Displacements in the System will be made in the same manner.

L. When it becomes necessary to lay off employees due to a reduction in force, at least fourteen (14) calendar days' notice will be given employees affected before the reduction is made or, in lieu of notice, they will be given eighty (80) hours' normal pay, except that when a reduction of working force is the result of an act of God, a national war emergency, revocation of the Company's Operating Certificate, grounding of forty (40) per cent or more of the Company's aircraft in the United States by a Government agency, or a strike or picketing causing a temporary cessation of work, the fourteen (14) days' notice or pay in lieu of notice will be waived.

ARTICLE VIII VACANCIES

A. A vacancy shall be any position, permanent or temporary, which cannot be filled through an application of seniority provisions of this Agreement providing for the restoration of forces.

B. Vacancies of thirty (30) days or longer in any classification covered by this Agreement shall be bulletined. The Bulletin shall state whether the vacancy is temporary or permanent, the number of vacancies to be filled, the qualifications for the job, duties to be performed, compensation to be paid, the place where bids are to be sent, location of the job and the last date on which bids will be received. Such last date will be a minimum of seven (7) calendar days following the date the bulletin is posted. The bulletin shall be initialed by a Local Union Representative, Shop Steward or Local Chairman prior to posting.

C. Any vacancy not filled within sixty (60) calendar days following the date the Shop Steward or Local Committee is notified of the vacancy will be either cancelled or bulletined.

D. Any employee bidding for such job must file his bid in writing with the Company as provided in the bulletin and must file a copy of the bid with the Union.

E. In filling a bulletined job, applicable classification seniority plus the ability to perform satisfactorily the work required by the bulletined job will govern. Any person aggrieved by the action of the Company in filling the bulletined job may file a grievance pursuant to the procedure set forth in the Agreement.

F. An employee bidding for more than one vacancy shall indicate the order of preference on each bid. When the Company has selected an employee to fill the bulletined job, it shall post immediately a bulletin showing the name of the employee selected to fill the job and his seniority date. If an employee refuses to accept a job for which he is the successful bidder, he shall forfeit all bidding rights for a period of six (6) months from the date he is notified that he was the successful bidder.

G. If the applicant whose application for a bulletined job is accepted is stationed at a location other than the location of the bulletined job, the Company will furnish space available air transportation on its system for the employee affected and for the members of his immediate family from the location from which he is transferring to the location of the bulletined job.

If such transfer is voluntary, all other expenses incidental to such transfer will be borne by the employee. The employee will be allowed a reasonable period, not less than fifteen (15) days, between the time he is relieved of his duties until he is required to report at the new location. Such a period shall be established in advance and be dependent upon the means of travel.

H. An employee whose application for a bulletined job is accepted shall hold the bulletined job for a reasonable period but not to exceed sixty (60) days on a trial basis in order to demonstrate his ability to perform the work required by the job. In the event that the employee is unable to demonstrate ability to perform the work required by the job, the Company will return the employee to his previous assignment or one of equivalent rating, but the employee shall not, for a period of six (6) months, be permitted to bid for a vacancy in the same classification of work in which he was unable to demonstrate ability.

I. During the interim required to bulletin a vacancy, the Company may select an employee to fill the vacancy tempo-

rarily. Employees temporarily transferred from their regular work to the work of any other classification covered by this Agreement shall receive their regular rate of pay or the minimum rate of the classification, whichever is higher, for performing such work.

J. In the case of vacancies not expected to exceed thirty (30) days, the Company may select an employee willing to fill such vacancy on a temporary basis without bulletining the job. The job and selection will be based upon applicable classification seniority.

K. An employee under this Agreement assigned to a temporary job under Paragraphs G and H of this Article shall, upon discontinuance of such temporary job, be returned to his former job and status.

L. No employee will be compelled to accept a permanent transfer against his wishes.

M. In the event a vacancy in any of the classifications covered by this Agreement is to be filled and no qualified employees bid, the Company shall have the right to select to fill such position the junior qualified employee willing to accept transfer at the Company's expense and the employee may be transferred. If no employee is willing to accept the position the Company may employ a new man to fill the position and the new employee may not later be bumped out by a senior employee who had an opportunity to bid for the position.

N. It shall be the policy of the Company to promote its own men, and only when competent employees cannot be found in the ranks or when competent employees will not accept vacancies or new positions will it be the disposition of the Company to vary from this policy.

O. An employee on vacation or leave of absence not to exceed thirty (30) days may exercise his seniority upon his return to work to fill a vacancy or replace any junior man who has filled a position, or selected a shift, vacation time or days off during his absence, in line with his seniority.

P. The Company shall notify successful bidders by letter within seven (7) days after awarding such bid. A copy of this letter of notices shall be posted on the bulletin board and copies shall be sent to the Business Representative and the designated local Union Representative.

Q. Prior to the establishment of any temporary jobs the Company will notify the Union Local Committee Chairman in writing, with a copy to the Union Business Representative stating the purpose, duration and location of the jobs, after which the Company and the Union will meet to reach agreement on such temporary jobs.

ARTICLE IX

LEAVE OF ABSENCE AND AUTHORIZED LEAVE OF ABSENCE

A. Where a justifiable reason exists and where the requirements of the service will permit, any employee covered by this Agreement will, upon proper application to the Company, be granted a leave of absence in writing for a period not in excess of ninety (90) days, and the local designated representative of the Union will be notified of all such leaves granted. Such leave or leaves may be extended for additional periods not to exceed ninety (90) days upon appropriate application in writing to the Company and Union and approval in writing. An employee granted leave of absence shall retain and continue to accrue seniority during the first ninety (90) days of any such leave of absence. For leave of absence in excess of ninety (90) days, the employee shall retain but shall not accrue seniority after ninety (90) days, except where the leave has been granted because of health, injury, or special assignment by the Company. Special assignment leaves in the interest of the Company may be extended without approval from the Union.

B. Employees accepting full-time employment with the Union as representatives of the employees covered by this Agreement shall be granted an indefinite leave of absence by the Company. An employee on leave of absence for this purpose shall retain and continue to accrue seniority but, with the exception of the employees selected by the Union as Business Representative, shall have no other employee benefits. The employees selected as Business Representative, shall have all employee benefits that can reasonably be continued in effect during their leaves of absence.

C. Employees covered by this Agreement shall, upon returning from an authorized leave of absence or extension thereof, be returned to the job held when leave was granted; provided, however, that if they fail to meet the qualifications

and performance requirements of the job within thirty (30) days of the date of their return, they may be assigned to such other job for which they can qualify. If the job held prior to the leave of absence no longer exists, the employee may be assigned to any other job in his classification for which he can qualify.

D. Any employee covered by this Agreement who engages in gainful employment for someone other than the Company or the Union while on leave of absence, except employees on special assignments in the interest of the Company, shall be deemed to have resigned from the Company's service and his name will be stricken from the seniority roster.

E. An employee who enters military service and has re-employment rights under applicable federal law and regulations thereunder shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence. In the event the employee does not return to service with the Company during the period he has re-employment rights, his leave of absence shall automatically terminate and he shall lose all seniority.

F. When it is necessary for a regular employee to be absent from work under the conditions outlined in the following subparagraphs, he will be eligible to receive pay for such time up to the amount specified hereafter. However, this will not apply to an employee on leave of absence.

1. Death in Family: When death occurs in the immediate family of an employee, the employee will be allowed time off with pay up to a maximum of three (3) days. Immediate family includes mother, father, spouse, child, brother, sister, mother-in-law and father-in-law. One (1) day paid leave will be allowed in case of death of either grandparent, aunt or uncle.
2. Birth in Family: An employee whose wife has given birth will be allowed two (2) days off with pay at the time of birth if the birth occurs during the employee's regular work week.
3. Jury Duty: An employee required to serve on a jury shall be given leave with pay during such period he shall be required for jury duty. However, his pay will be reduced by the amount of compensation he receives as a juror.

4. Voting Time: Employees who believe it is necessary to have time off from work to vote in General Elections are required to make their request to their Supervisor at least one (1) day before the election. A maximum of two (2) hours off with pay will be allowed.

ARTICLE X VACATIONS

A. Accrual

(1) Vacation credit shall accrue from employee's active service. An employee will be deemed to be in active service only during such time as he is on the Company payroll and while in non-pay status on account of absences, including leaves, layoffs, suspensions, period of illness or non-compensable injury, which do not exceed 30 calendar days in any anniversary year. An employee who is in non-pay status continuously for a period in excess of 30 days shall receive vacation credit only for the first 30 calendar days of such non-pay status.

(2) Vacations are accrued on a calendar year basis and are granted in the calendar year following that in which accrued except as provided in E below.

B. Vacation Allowances

(1) New employee's vacation credits with pay are accrued during their first calendar year in accordance with the date of initial employment as shown in the following table:

Date of Employment	Vacation Credit
	10 Working Days
January	9 " "
February	8 " "
March	7 " "
April	6½ " "
May	6 " "
June	5½ " "
July	5 " "
August	4 " "
September	3 " "
October	2 " "
November	1 " "
December	

These vacation credits will be granted during the calendar year following that in which accrued; however, a new employee must have at least two months service with the Company before vacation will be granted.

(2) During their second calendar year of employment and in each subsequent year through the year in which they complete five (5) years of service, employee's vacation credit with pay will be accrued on the basis of 6-2/3 hours for each month of service in this calendar year (ten [10] working days in the year with 80 hours pay at the regular rate), and it will be granted during the calendar year following that in which accrued.

(3) In each calendar year following completion of five (5) years of service, employees will be granted fifteen (15) working days of vacation, and following completion of ten (10) years of service, employees will be granted sixteen (16) working days vacation, and in each subsequent year they will be granted one (1) additional working day up to a maximum of twenty (20) working days [four (4) weeks vacation]. The employee shall be compensated at his regular rate of pay for his vacation.

(4) Effective January 1, 1970, in the calendar year following completion of ten (10) years of service, employee will be granted sixteen (16) working days of vacation with pay, and in each subsequent year they will be granted one (1) additional day up to a maximum of twenty-five (25) working days (5 weeks) at his regular rate of pay.

C. Month of Service

For vacation purpose the seniority date of the employee within any month will establish and define a full month of service. A full month's credit will be allowed if the seniority date falls on the 15th or before. No credit will be allowed if the seniority date falls after the 15th.

D. Duration

(1) A one-week vacation is considered to be seven (7) consecutive days, which consists of 5 working days and 2 off-duty days, starting on any scheduled work day.

(2) A two-week vacation is considered to be fourteen (14) consecutive days, consisting of ten (10) working days and four (4) off-duty days, and starting on any scheduled work day.

(3) A three-week vacation will be considered as twenty-one (21) consecutive days, consisting of 15 working days and 6 off-duty days, commencing on any scheduled work day.

(4) When a holiday is observed on an employee's normal working day during his vacation, the period will be extended one day for each holiday. However, if a holiday occurs on the last working day prior to the start of the vacation or on the first working day after completion of the vacation, the employee may be given the holiday off; but, a day will not be added to the vacation.

E. Use of Vacation Credit

Employees may accumulate five (5) days (40 hours) or less of their annual vacation allowance up to a maximum (not counting the current calendar year's allowance) of twenty-five (25) days (200 hours). The rest of the vacation leave is not cumulative except where an employee has been specifically requested by the Company in writing to forego his vacation during the year. Otherwise, if not taken within the calendar year in which it is due the vacation will be forfeited.

F. Scheduling

F. Subject to Company and departmental service requirements, employees covered by this Agreement will be permitted to select their vacation in the shop, station, office or department in which they are employed in accordance with Station Seniority. When vacation schedules have been established, senior employees will not be permitted to take the vacation period already assigned to a junior employee. Vacation lists shall be compiled for each department or service station during the month of March preceding the vacation year and shall be posted on the shop bulletin board no later than the following April 15.

G. Records

(1) Supervisors shall indicate the granting of any vacation time on the employee's timecards or attendance records.

(2) For record purposes, vacation will be described by the use of the numerical year in which the vacation is to be taken. For example: Personnel employed in 1958 would take their first vacation in 1959, which would be called their 1959 vacation.

H. Vacation Advances

Employees shall be given sixty (60) per cent of their vacation pay the day prior to the commencement of their

vacation provided the employee makes application therefore in writing on a form to be prescribed and furnished by the Company which shall be signed by the employee. Such request for vacation pay must be filed in time to have it in the payroll office of the Company at least twelve (12) days prior to the employee's last working day before his vacation. The remainder of such vacation pay shall be paid on the regular payday when it normally would have been paid if the employee had worked, and all deductions for the total vacation pay shall be made from the remaining forty (40) per cent and the employee shall receive the balance as prescribed herein. In the event the authorized deductions exceed forty (40) per cent, the difference will be deducted from the next subsequent pay check. Any pay due an employee for work performed prior to taking his vacation shall be paid on the regular payday.

I. Vacation Credit

Employees who leave the Company, regardless of their length of service with the Company, shall be paid for all accrued but unused vacation credit for the preceding calendar year regardless of the reason for leaving the Company. In addition, an employee having a full year or more of service with the Company at the time of leaving will receive all accrued vacation credit in the current year up to the end of the month preceding the separation, if: (1) he gives the Company ten (10) calendar days notice of intent to quit; or (2) he is not discharged for cause. Employees laid off in a reduction of force and employees granted an indefinite leave of absence as full time representatives of the Union shall be granted vacation pay for all unused vacation time accrued to the end of the month preceding the layoff or leave of absence. In the event of the death of an employee after one (1) year of service, pay for any unused vacation time will be given to his executor, administrator, or his legal heirs.

J. Vacation Pay

Employees on vacation shall be paid at the same rate as would apply if they were working their regularly scheduled hours, for which they receive straight time during the same period.

ARTICLE XI

SICK LEAVE AND OCCUPATIONAL INJURY LEAVE

- E** A. Employees will be credited with one (1) day of sick leave for each month of employment, provided that the employee will not be eligible to use said sick leave during the first 60 days of employment. Said sick leave shall continue to accrue at the rate of one (1) day of sick leave credit for each month of continuous service up to a maximum of one hundred (100) days. (Retroactive to 3-1-72)
- J** B. After 60 days of employment, non-occupational sick leave with pay in case of actual sickness will be granted up to the number of days to the credit of the employee at the time. When such sick leave is granted, the number of days paid for will be charged against the number of days credited to an employee and thereafter one (1) day for each month of continuous service shall again be credited to the employee until the total credit again reaches one hundred (100) days.
- J** C. Employees may be required to request payment for non-occupational sick leave in writing not later than the pay period following their return to service, on a form to be provided by the Company. Such sick leave with pay will be granted only in cases of actual sickness. The Company may require a doctor's certificate before paying such requests for sick leave in excess of three (3) days. Dental and doctor appointments will not be considered a basis for paid sick leave unless it can be shown that the doctor in question does not maintain office hours outside the employee's regular work time, or on the employee's regular days off.
- D. All credit for non-occupational sick leave will be cancelled if employment ceases for any purpose, and no payment for such accumulated sick leave credit will be made at any time. No credit will be given for non-occupational sick leave purposes while an employee is on leave of absence.
- B** E. (1) Occupational injury leave credit shall be accumulated by employees hereunder at the rate of one (1) working day for each actual month worked thereafter up to a maximum accumulation of one hundred (100) days. In the event an employee is disabled by an injury on the job, occupational injury leave compensation shall be paid by the Company in an amount equal to the employee's base

pay which would normally have been earned during the period for which occupational injury leave allowance is approved. After an occupational injury, the number of days paid for will be charged against the credited days and one (1) day's credit for each month of active service thereafter shall again be credited to the employee until the total credit reaches one hundred (100) days. For each day that an employee receives occupational injury leave pay or sick leave pay, he shall pay to the Company any amount received for that day under applicable Workmen's Compensation Insurance. The Company may deprive any employee failing to make this required reimbursement of all accrued and future sick leave and/or injury leave credit. An employee shall be required to present a certificate from the Company's doctor for any occupational injury leave credit.

(2) Any employee who uses an occupational injury leave of absence for any other purpose than that which is designated on the leave of absence request shall be subject to discharge for falsification.

(3) No employee hereunder shall be entitled to occupational injury leave allowance when injury is due to the employee's willful disregard of accepted safety practices.

(4) An employee shall not be permitted to use any of his occupational injury leave credit for sick leave. After having exhausted his occupational injury leave credit, an employee shall be allowed to use his accrued sick leave credit for occupational injury absences.

F. The employees covered by this Agreement and the Union recognize their obligation of being truthful and honest in preventing unnecessary absences or other abuses of sick leave privileges.

ARTICLE XII

FREE AND REDUCED FARE TRANSPORTATION

- E** It is agreed that the free and reduced fare regulations contained in the Company's Personnel Manual will apply to employees covered by this Agreement and will not be reduced or discontinued during the term of this Agreement without first advising the Union of the reason therefor and affording the Union an opportunity to meet with and negotiate with the Company.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. In order to administer properly this Agreement and to dispose of all disputes or grievances which may arise under this Agreement or between the parties, the following procedure shall be followed:

- (1) The Union may be represented by not more than one (1) properly designated steward for each shop, service station or sub-division thereof at each point on the System for each shift.
- (2) The Union may be further represented at each point by a Local Committee, consisting of three (3) members elected by the local membership and in dealing with general officials of the Company by an Accredited Representative.
- (3) The Company will designate a representative at each location where persons covered by this Agreement are employed who is empowered to settle all local grievances. However, on matters involving a change in Company policy or interpretation of this Agreement, the Company's representative empowered to settle such matters will meet with the representative of the Union within twenty (20) calendar days of receipt of written notice by the local manager of the Company of the Union's desire to confer in respect of any such matter.
- (4) The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representative.
- (5) The Accredited Representative of the Union shall be permitted, at any time, to enter shops and facilities of the Company for the purpose of investigating grievances and disputes arising under this Agreement after contacting the Company officer in charge and advising him of the purpose of the visit.

B. For the presentation and adjustment of disputes or grievances that may arise, the procedure will be:

- (1) Any employee having a complaint or grievance in connection with the terms of employment or work-

ing conditions, may present his complaint or grievance to the steward or a committeeman of the Union, who in turn will discuss the matter with the employee's immediate supervisor and endeavor to arrive at a satisfactory adjustment of same.

- (2) If the committeeman or employee is not satisfied with the decision of the employee's immediate supervisor, the matter will be referred to the Accredited Representative and/or local Union committee in writing on a standard grievance form. The Accredited Representative and/or local committee will then take the matter up with the local Station Manager for adjustments, furnishing four (4) copies of the signed complaint to the Company representative, two (2) to be retained by the Company and two (2) to be returned to the Union representative with the written decision.
- (3) If not then satisfactorily settled, the local committee and Accredited Representative may appeal for consideration and decision to the Vice President and General Manager of the American Region. Further appeal, if desired, shall be to the System Board of Adjustment provided for in Article XIV of this Agreement.
- (4) In step number one (1) the employee's immediate supervisor will give his decision as soon as possible but not to exceed twenty-four (24) hours after discussion of the issue. If, as a result of his decision the Union decides to appeal, notice of such appeal accompanied by the standard grievance form must be given the local Station Manager within ten (10) days of the date of the decision rendered in step number one (1), and the actual appeal must be perfected and submitted within thirty (30) days. After actual presentation of the issue, and final and oral discussion between representatives of the Company and the Union, a written decision on the standard grievance form will be issued to the Union as soon as possible but not to exceed seventy-two (72) hours after the final discussion. Appeals to the third and fourth step of the grievance procedure outlined above shall conform to the time limitations set forth for appeals to step number two (2) and Company representatives, shall

ES9

issue their decisions in writing on the standard grievance form as soon as possible, but not to exceed five (5) and ten (10) days respectively in steps number three (3) and four (4) after the final presentation.

- (5) No employee who has been in the service of the Company for more than sixty (60) days will be disciplined to the extent of loss of pay or discharge without being advised in writing of the precise charge, or charges, preferred against him leading to such action. Such notices shall be presented through the Local Committee, not later than ten (10) days from the time of the incident upon which such charge, or charges, are based, and a copy will be sent to the Accredited Representative.

C. Grievances involving wage claims must be filed promptly after the cause giving rise to the grievance is evident and wage claims will not be valid and collectible for a period earlier than thirty (30) days prior to the date of filing a grievance or the date the grievance arose, whichever is most recent.

D. Stewards and local Union Committeemen will be permitted, after reporting to their Foreman or Supervisor, a reasonable amount of time during working hours to investigate or present grievances. In the event it is necessary to go to another shop or department they will report in with the Foreman or Supervisor of the other shop or department. The Company will allow straight time compensation for such investigation and presentations during working hours. The local committeeman will be allowed a reasonable amount of time for this purpose. Stewards and other local committeemen will be allowed to a maximum of five (5) hours in any one (1) week for this purpose. Local Committeemen, notwithstanding the reference to shift assignments in Article VII, Paragraph C will be assigned to the dayshift if requested by the Union.

E. Necessary hearings and investigations called by the Company shall, insofar as possible, be conducted during regular business hours and all stewards, local committeemen and witnesses necessary for a proper hearing or investigation will be compensated at straight-time rate for all time spent attending such hearing or investigation.

F. No employee covered by this Agreement shall be discharged or suspended from the service without a prompt,

fair and impartial investigation and may be represented and assisted at such investigation by Union representatives. At least forty-eight (48) hours prior to such investigation, the employee and the Union shall be advised in writing of the precise charges against the employee. Nothing herein shall be construed as preventing the Company from holding an employee out of service pending such investigation.

G. Any employee dissatisfied with the action of the Company in suspending or discharging him, may appeal from such action by filing an appeal to the second step of the grievance procedure as provided for in this Agreement and a hearing shall be held within ten (10) days of perfecting such appeal. Oral and written evidence may be introduced at such hearings and witnesses may be required to testify under oath. All decisions by Company representatives and all appeals filed by the employee or Union shall be in writing and shall conform to the time limitations set forth in the third and fourth steps of the grievance procedure.

H. If, as a result of any hearing or appeals therefrom, it is found the suspension or discharge was not justified, the employee shall be reinstated without loss of seniority and made whole for any loss of pay he suffered by reasons of his suspension or discharge, and his personnel records shall be corrected and cleared of such charge. If a suspension rather than discharge results, the employee shall have that time he has been held out of service credited against his period of suspension. In determining the amount of back wages due an employee who is reinstated as a result of the procedures outlined in this Agreement, the maximum liability of the Company shall be limited to the amount of normal wages he would have earned in the service of the Company had he not been discharged or suspended.

I. When it is mutually agreed that a stenographic report is to be taken by a certified court reporter of any investigation or hearing provided for in this Agreement, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings be taken by a certified court reporter, the stenographic record of any such investigation or hearing may be taken by either of the parties to the dispute. A copy of such stenographic record will be furnished to the other party to the dispute upon request at prorata cost. The cost of any additional copies requested by either party shall be borne

by the party requesting them, whether the stenographic record is taken by mutual agreement or otherwise.

J. No steward or local committee member shall serve in such capacity while he is on leave of absence.

E K. Any grievance which the Company may have against the Union at any place on the System shall be presented by the Company's General Manager of Employees Relations or his designee to the Accredited Representative. In the event the matter is not satisfactorily adjusted within two (2) weeks after such presentation it may be appealed to the System Board of Adjustment provided for herein.

L. All time limits for appeals and decisions will be exclusive of Saturdays, Sundays and Holidays, unless otherwise stated.

J M. The Company agrees to remove from Company records any letters of reprimands or criticisms not later than eighteen (18) months after issuance and no such matter will be used against an employee.

Employees and the Local Committee will be given a copy of any such matter at the time the Company issues such documents.

ARTICLE XIV

SYSTEM BOARD OF ADJUSTMENT

A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting disputes or grievances which may arise under the terms of this Agreement and which are properly submitted to it after all steps for settling disputes and grievances as set forth in Article XIII have been exhausted.

B. The System Board of Adjustment shall consist of two (2) members, one (1) selected by the Company and one (1) selected by the Union. Upon failure of the board to agree upon the finding or decision, then the Board shall forthwith agree upon and select a neutral member to sit as Chairman and to sit with the Board as an additional member thereof on the further hearing and determination of the

case. If the Board is unable to agree upon the selection of such additional member within three (3) days, it shall promptly request the National Mediation Board to name such additional member as chairman and when so named the Board shall immediately arrange to sit and determine the dispute. The Company member and the Union member shall serve until their successors are duly appointed.

C. The Board shall have exclusive jurisdiction over disputes between any employee covered by this Agreement and the Company and between the Company and the Union, growing out of grievances concerning disciplinary action, rules, rates of pay or working conditions covered by this Agreement or any amendment or supplement thereto, or out of the interpretation or application of any terms of this Agreement or any amendment or supplement thereto. The jurisdiction of the Board shall not extend to proposed changes in rules, basic rates of compensation, or working conditions covered by this Agreement or any amendments thereto. The Board shall not have jurisdiction or power to add to or subtract from this Agreement or any amendments thereto or any agreement between the parties.

E D. The Board shall consider any dispute properly submitted to it by any employee covered by this Agreement by the Accredited Representative of the Union or by the General Manager of Employees Relations of the Company or his designee when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that the dispute is filed with the Board within forty (40) calendar days after the procedure provided for in this Agreement has been exhausted. If a dispute is not filed within such time the action of the Company or Union shall become final and binding. The date the submission is received by the Board shall determine the order of hearing, unless the parties mutually agree otherwise.

E. The Neutral Member of the Board shall preside at meetings and hearings of the Board and shall be designated as Chairman of the System Board of Adjustment. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits, and argument at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded.

E F. The Board shall meet in the city where the American Regional Office of the Company is maintained (unless a different place of meeting is agreed upon by the parties, with the consent of the Neutral).

G. All disputes properly referred to the Board for consideration shall be addressed to the Company member and the Union member jointly. The submission of the dispute to the Board shall include:

- (1) The question or questions at issue.
- (2) A statement of the specific agreement provisions which are claimed to have been violated.
- (3) A statement of all facts relating to the dispute which the appealing party asserts exists and alleges can be proved and which support its position.
- (4) The full position of the appealing party. A copy of the initial submission shall be served on the other party or parties.

H. Within thirty (30) days after receipt of the appealing party's submission, the other party to the dispute shall file a Statement of Position with the Company member, the Union member, and the party or parties which shall include:

- (1) If the parties are unable to agree on the question or questions at issue, the other party will state the question or questions at issue.
- (2) All facts relating to the dispute which the party asserts exist and alleges can be proved and which support its position.
- (3) The party's full position.

I. Upon the filing of the Statement of Position, the appealing party shall forward a copy of the submission to the Neutral Member (if appointed) and the other party to the dispute shall file with the Neutral Member (if appointed) a copy of the Statement of Position. All subsequent documents to be filed with the Board shall be addressed to all members of the Board.

J. Within fifteen (15) days after the date the Statement of Position is filed with the Company Member and the Union Member, the parties shall advise the Board the facts on which they desire to present evidence during the hearing of the dispute before the Board unless they mutually agree

not to present any evidence or oral argument. Each party shall have the opportunity at the hearing to present evidence on the facts on which the other party presents evidence. The Neutral Member may also advise the parties the facts on which he desires to have evidence. If any party does not desire to present evidence or oral argument, that party shall so advise the other party or parties and the Board within the time limits specified in this paragraph.

K. 1. As soon as the parties and the Neutral Member (Chairman) have been advised of the facts on which evidence will be presented, the Chairman shall set a date for hearing which shall be mutually satisfactory with the Union and Company Members of the Board and shall be within thirty (30) days of said date, unless the Chairman is notified that the Company and the Union have agreed to a mutually satisfactory later date. The Chairman shall give the necessary notices in writing of such hearing to the parties. The decision of the Board shall be rendered within thirty (30) days after the close of the hearing. If neither party or the Chairman request evidence to be presented at the hearing, hearing shall be waived except where any of the parties or the Chairman request a hearing for the purpose of oral argument.

2. In the event neither party desires to present evidence or oral argument at a hearing, the Chairman shall be so advised within the time limits specified in Paragraph J of this Article. If there is to be no hearing for presentation of evidence or oral argument, the Chairman shall set a date for an executive session of the Board, during or after which a decision shall be rendered, but in any event said decision shall be rendered within forty (40) days of the date the Chairman was advised that no evidence or oral argument would be presented.

L. 1. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.

2. On request of individual members of the Board, the Board may, by majority vote, or shall at the request of either the Union Member or the Company Member thereon, sum-

mon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself.

3. The number of employee witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

M. A majority vote of all members of the Board shall be competent to make a decision.

N. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties to the dispute and the parties to this Agreement.

O. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or the Company or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

P. Each of the parties hereto will assume the compensation, travel expense and other expenses of the Board Member selected by it and one-half of the compensation, travel expense and other expenses of the Neutral Member (if applicable).

Q. Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free contingent air transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.

R. The Company Member and the Union Member, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half by each of the parties hereto. Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board Members. So far as space is available, the Company and the Union Board Member shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

S. It is understood and agreed that each and every Board Member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

T. A stenographic report will be made on each case on which a hearing is held unless the parties mutually agree otherwise.

U. The Chairman's copy of all transcripts and/or all records of cases will be filed at the conclusion of each case in a place to be provided by the Company, and will be accessible to Board Members and to the parties.

ARTICLE XV

APPRENTICE MECHANICS

An apprentice mechanic shall mean a person who has executed an apprentice agreement and has been employed as an apprentice mechanic in accordance with apprenticeship standards to be agreed upon by the Company and the Union.

ARTICLE XVI

SAFETY AND HEALTH

A. Employees entering the service of the Company may be required to take a physical examination specified by the Company. The cost of such examination will be paid by the Company. Thereafter the Company may request an employee to submit to further physical examinations during the course of his employment or re-call to service after a lay off due to reduction in force. If it becomes necessary to hold an employee out of service due to his physical condition, the Union will, on the employee's request, be fully informed of the circumstances and every effort will be made to return the employee to service at the earliest possible date after he has passed a physical examination. The cost of such further examinations shall be paid by the Company.

The Company encourages each employee to undergo an annual physical examination. If such examination is performed by his family doctor, the Company will reimburse

the employee up to a maximum of fifty dollars (\$50) toward payment of the examination expense upon receipt of the doctor's statement.

J The Company shall provide an annual audiogram (hearing test) to each employee who works on the line.

B. The Company hereby agrees to maintain safe, sanitary and healthful working conditions in all shops and facilities and to maintain on all shifts emergency first aid equipment at a first aid station to take care of its employees in case of accident or illness, and that certain employees will be given first aid training. It is understood that this does not require the Company to maintain a nurse or doctor on the property, but the Company will designate a doctor to call in an emergency.

C. The Company agrees to furnish good drinking water and sanitary fountains; the floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will co-operate in maintaining the foregoing conditions. Shops and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available. Individual lockers will be provided for all employees where space and lockers are available. Every effort will be made as early as possible to provide space and lockers for all employees.

D. In order to eliminate or prevent, as far as possible, accidents and illness, an adequate Safety Committee will be established at each point on the system composed of two members named by the Union and two Company members.

J The duty of this Committee will be to see that all applicable Federal, State and Municipal safety and sanitary laws and regulations are complied with, as well as to make recommendations for the maintenance of proper standards.

This Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such devices to be furnished by the Company. Employees will not be required to use unsafe tools or equipment. However, employees will be expected to report unsafe tools or equipment to the Supervisor before refusing to use such defective tools or equipment. The Company will furnish protective apparel, equipment and devices to all employees required

to work with acids or chemicals that are injurious to clothing or employees.

E. The Company will furnish appropriate aprons, gloves and shoes to all employees required to work with acids and chemicals that are injurious to clothing while such employees are engaged in such activities, and employees will be required to wear such equipment.

F. Employees taken sick or injured while at work shall be given medical attention as promptly as reasonably practicable. Employees will not be refused permission to return to work because they have not signed releases of liability pending the disposition or settlement of any claims which they may have for compensation arising out of sickness or injury.

J G. The Company will provide death and permanent disability insurance coverage for employees participating in Bomb Scare investigations as set out below:

Death	\$100,000.00
Total Permanent Disability	\$100,000.00
Total Loss of two or more Members	\$100,000.00
Total Loss of one Member	\$ 50,000.00

Member, as used herein, is defined as arm, leg or eye.

No employee will be compelled to participate in such investigation against his wishes.

Beneficiary shall be the same as designated on the Company Group Life Insurance Policy, except as otherwise designated by the employee.

ARTICLE XVII

GENERAL AND MISCELLANEOUS

J A. Company will continue its fringe benefit program, including, but not limited to its Pension Plan, Medical Plan, Dental Plan, Group Insurance Plan, which will not be changed or discontinued during the term of this Agreement without meeting and negotiating with the Union.

B. Service records shall be maintained for all employees by the Company. When an employee covered by this Agreement leaves the Company for any reason, he will, upon re-

quest, he furnished with a copy of his service record. In case of investigations or hearings involving an employee's past record, the employee shall be furnished a copy of his record prior to such investigation or hearing.

C. Any employee leaving the service of the Company will, upon request, be furnished with a letter setting forth the Company's record of his qualifications and stating his length of service.

D. When any new equipment is put into service by the Company, employees covered by this Agreement will be given an opportunity to become familiar with such new equipment without change of classification or rate of pay; provided, however, that the company may fix a reasonable time within which such employees must become familiar with such new equipment.

E. Employees covered by this Agreement shall not be required to work on aircraft outside of hangars during inclement weather when hangars are available. This clause shall not apply to employees working on aircraft for immediate service or in servicing aircraft for through service. Suitable rain repellant garments, rubber boots and winter jackets shall be kept available at service stations for use of employees covered by this Agreement when they are required to work outside in the rain or in cold weather. Gloves shall be furnished to employees required to handle cargo.

F. Should the Company at any time require employees covered by this Agreement to wear standard caps, coveralls or other work clothes in the performance of their work, the cost of new and replacement outfits will be borne by the Company. Such caps, coveralls or other work clothes shall be kept laundered by the Company at no expense to the employee.

G. Any qualified employee, upon request, shall be furnished with a certificate of eligibility by the Company for presentation to the proper Government agency for procuring FAA or FCC licenses.

H. All orders or notices to an employee covered by this Agreement involving a transfer, promotion, demotion, lay off, or leave of absence shall be given in writing.

I. The Company shall furnish the Union, through its Business Representative twice each year the names, locations, classifications and hourly rates of pay for all em-

ployees covered by this Agreement. Said list shall be given on February 1 and August 1 of each year showing the information set out above as of January 1 and July 1 of each year.

J. Bulletin boards (marked "International Association of Machinists") accessible to employees covered by this Agreement, will be provided by the Company at all maintenance bases and service stations for posting notices restricted to:

1. Notices of Union affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Educational materials relating to contract administration, and Union business;
6. Excerpts from the Union official publications.

There shall be no other general distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Company's property other than herein provided.

K. The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole responsibility of the Company except that employees will not be discriminated against because of Union membership or lawful Union activities. In addition it is understood and agreed that the routes to be flown, the equipment to be used, the location of plants, hangars, facilities, stations and offices, the scheduling of airplanes, the scheduling of overhaul, repair and servicing of equipment, the method to be followed in the overhaul, repair and servicing of airplanes are the sole and exclusive function and responsibility of the Company.

L. It is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any slowdown, sitdown, work stoppage, strike or picketing of Company premises by its members during the life of this Agreement, and/or until the procedures of the Railway Labor Act, as amended, for settling disputes have been exhausted. The Company will not require the employees to cross any picket line estab-

lished on or in front of the premises provided such picket line is established only after the procedure of the Railway Labor Act, as amended, for settling disputes have been exhausted. The individual or concerted refusal to pass such picket line shall not constitute grounds for discipline, discharge or lay-off, or be considered a violation of this Agreement.

M. The Company will not require the employees to use, process, or work on struck equipment of other Companies. The individual or concerted refusal to work on such struck equipment shall not constitute grounds for discipline, discharge or lay-off. A concerted refusal to work on such struck equipment shall not constitute a stoppage or strike within the meaning of this Agreement.

E N. Supervisors and higher ranking officials of the Company shall not be permitted to perform work on any hourly rated job covered by this Agreement except in emergencies or instruction or training of employees. Technical instructors shall not be permitted to perform hourly rated work except in connection with training and instruction and where the work performed is not maintenance, production or service work.

O. The Company shall provide each employee covered by this Agreement with a copy of the agreement printed in a Union shop and bound in a convenient pocket-size booklet.

P. Employees covered by this Agreement shall be governed by Company rules, regulations and orders issued by properly designated authorities of the Company which are not in conflict with the terms and conditions of this Agreement and no new rules, regulations or orders will be considered effective until such new rules, regulations or orders have been conspicuously posted in the working areas at least one week prior to effective date.

I Q. Part-time Employees: Notwithstanding any of the provisions of the Agreement, the Company may hire Part-time Ramp men whose number shall not exceed twenty per cent (20%) of the combined total excluding Leads, at each station.

(1) It is the desire of both the Company and the Union to phase out part-time employees as soon as flight frequencies and schedules permit. When it can be shown that full-

J time employees can handle the work for which a part-time employee was employed, either during or immediately before or after their regular work shift with overtime not to exceed two (2) hours per day, employment on a part-time basis shall be discontinued.

E (2) The Company shall give preference to hiring part-time employees who have no outside employment wherever and whenever possible. If a part-time employee belongs to another IAM Local, he shall be subject to all of the other terms of the Agreement, including Union Security and Check-off. If intra-Union rules or regulations do not permit a part-time employee to belong to more than one Local simultaneously, then such part-time employee who belongs to another IAM Local shall nevertheless pay to the appropriate Local Lodge an amount equivalent to the monthly dues paid by the regular employees of that Station covered by this Agreement.

E J (3) When sufficient work exists for any part-time employee in this classification to work more than twenty (20) hours per week, said employee shall be put on a full-time basis.

E (4) All part-time employees shall be subject to the provisions of this Agreement. Part-time employees shall accrue pay increments, seniority, vacations, holidays, sick leave, severance pay, and transportation (subject to IATA and government laws and regulations) pro rata, based on a 40 hour week (173 hours per month shall equal one (1) month for the purpose of proration). The Company's pension plan shall not apply to part-time employees. Part-time employees shall be guaranteed a minimum schedule of three (3) consecutive hours for each day worked, or pay in lieu thereof, and overtime shall apply for all work in excess of five (5) hours for one (1) work day or twenty (20) hours for one (1) work week.

J (5) Part-time seniority shall be maintained and used separately from full-time employee's seniority.

J (6) The Company will lay-off all of its part-time employees before laying-off any full-time employees.

J (7) Part-time employees will be offered full-time jobs before the Company hires any employees who are not in the bargaining unit or new hires from outside the Company, and seniority among part-timers shall govern in the selection.

J (8) Part-time employee who has fulfilled the probation period requirement of sixty (60) days will not be required to start a new probationary period as a full-time employee.

J (9) Part-time employees in a full-time job classification shall begin full-time seniority as of the date of entering into a full-time job classification.

J (10) The Company will utilize part-time employees for overtime only when full-time employees are not available for overtime.

I R. The Company's current policy of providing free parking for the employees covered by this Agreement shall be continued.

I S. Effective January 1, 1970, the Company will, for employees in Mechanic or higher classifications covered by this Agreement, insure such employees against loss by fire or theft of a complete tool box and contents owned by the employee while such tool box and contents are on Company premises for use in connection with the employee's work. The maximum reimbursement for such loss shall be Six Hundred Dollars (\$600) per tool box and content total actual cash value subject to a deductible amount of Fifty Dollars (\$50) which shall be borne by the employee. The employee shall report his loss promptly and shall furnish itemized proof of loss and any other pertinent information.

ARTICLE XVIII

WAGE RULES

A. The minimum hourly rate set forth on Schedule "A" attached hereto and made a part of this Agreement shall prevail on and after the effective date as set forth in Article XXII of this Agreement.

B. No employee shall suffer any reduction in monthly rate as a result of this Agreement, and nothing in this Agreement shall be construed to prevent increases in individual rates or classifications over and above the minimum specified.

C. Employees are to be paid by check twice a month, on the 15th and on the last day of the month. If either of these days falls on Saturday or on a holiday, then the payday will be on the last working day prior to that date.

D. The check will include all of the pay earned up to and including the last day and the 15th day, respectively of the month immediately preceding said payday.

E. When there is a shortage of one day's pay or more in the pay due an employee, the Company shall issue a supplementary payroll check to cover the shortage as soon as reasonably possible and within seventy-two (72) hours after it is determined what is due.

F. Pay checks will be enclosed in envelopes and will include a statement of all wages and deductions made for the pay period; and, in addition, an employee will, upon request to his supervisor, be furnished a copy of his time record for the preceding pay period.

G. Employees leaving the service of the Company will be given their final check within forty-eight (48) hours after final clearance at points where payroll offices are located or mailed within seventy-two (72) hours at other points, or earlier when possible.

H. Employees recalled to work from a lay off shall be returned to their former position if the job still exists and shall not be paid at a lower rate than they were receiving prior to the lay off, unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union; provided that if the job does not exist the recalled employee shall receive the rate of the job accepted.

I. Effective December 1, 1969, all employees covered by this Agreement shall be paid 21¢ per hour and 29¢ per hour respectfully for the afternoon and night shifts as additional compensation over the rate paid on day shifts for all hours worked. Any shift starting at 11:00 a.m. or later before 5:00 p.m. shall be considered an afternoon shift and any shift starting at 5:00 p.m. or later before 6:00 a.m. shall be considered a night shift.

A E J. An employee on an odd shift starting schedule shall have his wage rate increased ten cents (10¢) per hour for all hours worked during the work week when he is scheduled to start at two different times during said work week. In addition to the above, his wage rate shall be increased five cents (5¢) per hour for all hours worked during the work week for each additional odd scheduled starting time in the work week.

K. Scale increases provided for in this Agreement will be effective on the nearest date commencing a regular pay period.

J L. Employees in the classification of Mechanic or higher who hold and thereafter continue to hold the following licenses shall receive the following license pay:

1. FAA A&P License.....15¢/hour
2. FCC 2nd Class License.....15¢/hour
3. FCC 1st Class License.....10¢/hour
4. JCAB (DC-8) License.....10¢/hour
5. JCAB (747) License.....10¢/hour

Such license pay shall apply only after the employee has registered such license(s) with the Company. The license premium shall be considered a part of the pay rate for purposes of pay computation.

M. Mechanics and Lead Mechanics, assigned to line aircraft maintenance shall be paid ten cents (10¢) per hour as a line maintenance differential. If an employee is assigned to line aircraft maintenance for less than four (4) hours in a work day, he shall not be entitled to the line maintenance differential. If the employee is assigned to line aircraft maintenance for four (4) hours or more in a work day, he shall be paid the line maintenance differential for the entire shift, if worked.

J N. In the event that the Wage Stabilization Controls are eliminated during the term of this Agreement, the Union may notify the Company in writing, that renegotiation of Cost-of-Living Adjustment is desired. The parties will meet within sixty (60) days after receipt of such notice to negotiate regarding such proposed changes.

J Effective March 1, 1972, the Cost-of-Living Adjustment paid to the employees as of March 1, 1972, pursuant to the Agreement between the Company and the Union, signed December 8, 1969, have been incorporated into the base rates for each classification as they appear in Schedule "A" and Schedule "B" of this Agreement.

J O. All employees after one (1) year of service in a classification covered by this Agreement shall receive one cent (1¢) per hour per year of longevity pay to a maximum of fifteen cents (15¢).

Credit will be given for all years of service with the Company for the purpose of longevity upon an employee entering a classification covered by this Agreement.

J P. The following will be included in determining base pay rate of employees:

1. Schedule "A" or Schedule "B" rate.
2. Any shift premium.
3. Any license premium.
4. Any line premium.
5. Any Cost-of-Living Allowance.
6. Any longevity credits.

These items become the base rate of pay and will be included in all pay computations, except pension and group life insurance (for example, will be included for overtime, vacations, severance).

I Q. When a Ramp Service Man or a Lead Ramp Service Man fills a vacancy in the Storekeeper classification he shall not be placed in the pay increment lower than the start of the third three-month pay bracket for Storekeeper unless his rate of pay in the Ramp classification immediately prior to transfer to Storekeeper is lower than the effective rate for a Storekeeper in the third three-month pay bracket.

J R. No employee covered by this Agreement shall be promoted to a temporary supervisory position.

ARTICLE XIX

SEVERANCE ALLOWANCE

B A. An employee covered by this Agreement who has completed two (2) years of compensated service with the Company immediately prior to being laid off, through no fault or action of his own, shall receive pay, hereinafter referred to as severance pay, in accordance with the Wage Rule set forth in paragraph B of Article XVIII subject to the limitations and conditions set forth herein, but he shall receive no severance pay if any one or more of the following conditions exist:

- (1) He exercises his seniority in order to remain in the employ of the company.
- (2) He accepts any other employment with the Company or refuses to accept a job in his own or com-

parable work classification under this Agreement at his station.

- (3) He fails to exercise his seniority at his station which would enable him to remain in the employ of the Company.
- (4) The layoff is caused by an act of God, a war emergency, revocation of the Company's operation certificate or certificates, or grounding of a substantial number of Company aircraft.
- (5) The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
- (6) He is dismissed for cause, resigns or retires.
- (7) There is a temporary cessation of work because of circumstances beyond the Company's control.

B. The amount of severance pay due under this Article shall be based on the length of actual straight time compensated service with the Company under this Agreement, and shall be computed on the basis of the employee's regular straight time rate at time of layoff as follows:

If Employee

Has Completed

Severance Allowance

Less than 1 year of service	None
1 year but less than 2 years of service	2 weeks
2 years but less than 3 years of service	3 weeks
3 years but less than 4 years of service	4 weeks
4 years but less than 5 years of service	5 weeks
5 years but less than 6 years of service	6 weeks
6 years but less than 7 years of service	7 weeks
7 years but less than 8 years of service	8 weeks
8 years but less than 9 years of service	9 weeks
9 years but less than 10 years of service	10 weeks
10 years but less than 11 years of service	11 weeks
11 years but less than 12 years of service	12 weeks
12 or more years of service	13 weeks

C. An employee shall receive his severance pay at time of layoff and such severance pay shall be at regular pay periods and continue until all such pay credit is used, except

that an employee who is laid off for a period expected to be less than four (4) months shall be given severance pay in a lump sum at the end of such four (4) month period if he is then still on layoff status. In no event shall severance pay be due after the recall of any such employee by the Company or if he accepts other employment with the Company.

D. An employee returning to the service of the Company within four (4) months after layoff will have the amount of any severance allowance paid deducted from his subsequent earnings and will have the appropriate credit restored; provided, however, that if he returns to a position not covered by this Agreement and is thereafter laid off prior to expiration of two (2) years from his last layoff under this Agreement, he shall be entitled to the greater of: (1) any severance pay applicable to the position then held by him, or (2) the severance pay to which his compensated service under this Agreement would entitle him.

E. An employee returning to the service of this Company after being on layoff for four (4) months or more who is again laid off under conditions entitling him to severance allowance shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service. If for any reason an employee did not use all of the severance allowance to which he may have been entitled, and who is again laid off under conditions entitling him to severance allowance, he shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service, plus any previously unused severance allowance, if any.

F. For purposes of Paragraph C, D and E of Article XVIII, the four (4) month period of layoff shall not be deemed to be broken by the duration of any temporary re-employment with the Company which does not exceed a continuous period of thirty (30) days, and severance pay shall not be paid twice for the same period of compensated service.

ARTICLE XX
UNION SECURITY

A. Each employee, now or hereafter employed in any work covered by this Agreement between the parties and as

it may have been supplemented or amended, shall as a condition of continued employment in such work, within sixty (60) days following the beginning of such employment or the effective date of this article, whichever is later, become a member of, and thereafter maintain membership in good standing (as herein defined) in the Union; provided, that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member of his classification, or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender the initiation fees and monthly dues uniformly required of other employees in his classification as a condition of acquiring or retaining membership.

- (1) For the purpose of this article "membership in good standing in the Union" shall consist of the payment by the employee of initiation fees (except in case of authorized and permissible transfers from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as herein above described) for each calendar month not later than the last day of the following calendar month.

B. The Company will, within ten (10) days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

- (1) An employee whose employment and seniority is terminated pursuant to the provision of this Article shall have no time or money claim by reason thereof.

C. All rights of any employee under the agreement hereinabove noted and such supplements or amendments as may apply thereto are contingent upon his acquisition and maintenance of membership in good standing in the Union.

D. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay check the initiation fee and/or dues payable by him to the Union during the period provided for in said authorization.

E. All deductions shall be made by the Company on account of initiation fees, and/or dues, but once in each calendar month from the first pay check of each employee in such month, unless the Union shall previously advise the Company to the contrary.

F. Deductions provided for in the preceding paragraph shall be remitted to the Union no later than the fifteenth (15th) day of the month following the one in which the deduction shall have been made, and shall include all deductions made in the previous month. The Company shall furnish the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deductions.

G. The parties agree that check-off authorization shall be in the following form:

ASSIGNMENT OF WAGES TO COVER UNION DUES AND INITIATION FEES

To JAPAN AIRLINES COMPANY, LIMITED: I, hereby assign to the Lodge No. 1245 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, and authorize you to deduct from my wages

the sum of _____

(\$ _____) and pay same over to Lodge No. 1245, said amount to be deducted from my first pay-check following the presentation of this assignment to you. I further authorize you to deduct from my wages each month the sum

of _____ (\$ _____) dollars on account of membership dues in the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, or such standard monthly membership dues as may hereinafter be established by the local Union as dues for employees in my present or future classification under the Agreement upon notification to the Company by the Business Representative of the Union, said amount to be paid over to Lodge No. 1245 of the International Association of Machinists and Aerospace Workers.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination

date of the current collective bargaining agreement between JAPAN AIR LINES COMPANY, LIMITED and the INTERNATIONAL ASSOCIATION OF MACHINISTS and AEROSPACE WORKERS, whichever occurs first.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and such subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any irrevocable period hereof. Such revocation shall be affected by written notice to the Company and the Union within such fifteen (15) day period.

Signature

Date.....

H. This Article is made subject to the provisions of the Railway Labor Act, as amended, and shall become effective as of the date of the signing of this Agreement.

I. When new employees are hired into classifications covered by this Agreement, the Company will furnish to the Union the names, home addresses and points of employment of such employees within thirty (30) days after they are hired.

J. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims, awards or judgments including court costs which may be made by an employee or employees against the Company by virtue of the misinterpretation or misapplication of any of the terms of this agreement; provided, however, that this paragraph shall not apply to any case in which the Company is plaintiff or the moving party in the action or in which the Company acts in collusion with any employee nor shall the Company or the Union reimburse the other in any case for the expense incurred in defending any action brought by an employee against either the Company or the Union because of the termination of his employment and seniority under the terms of this Union Security Article.

ARTICLE XXI SAVING CLAUSE

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently

enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days notice, request negotiation for modification or amendment of this Agreement.

ARTICLE XXII EFFECTIVE DATE AND DURATION

SCHEDULE "A" and SCHEDULE "B" (Rates of Pay) shall be effective as indicated thereon.

Retroactive adjustment of pay shall be made as follows:

(1) Within thirty (30) days after the signing of this Agreement, the Company shall issue a separate check to each employee on the payroll covering retroactive adjustment for all hours paid since March 1, 1972, in accordance with Schedules "A" and "B" of this Agreement.

(2) Retroactive pay shall also be issued to:

(a) All employees having an employee-employer relationship between March 1, 1972, and the date of signing of this Agreement.

(b) Those employees who have resigned and any discharged employee whose case is closed will be issued retroactive pay, provided that they make an application in writing to the Company with a copy to the Union, within thirty (30) days after the signing of this Agreement.

(c) Any retroactive pay due to a deceased employee shall be paid to his estate or to the personal representative of his estate.

(3) The increase in sick leave accumulation shall be made effective retroactive to March 1, 1972.

All other changes, amendments and additions to this Agreement shall be made effective on the date of signing of this Agreement, unless specifically stipulated otherwise.

The entire Agreement shall remain in full force and effect to and including October 31, 1973, and thereafter shall be subject to change as provided in Section 6, Title 1 of the Railway Labor Act, as amended.

For JAPAN AIR LINES CO. LTD.

/s/ SHIGEO KASUMI
Administrative Manager
The Americas

Dated: May 18, 1973

WITNESSES:

/s/ MAS YONEMURA

/s/ SHINICHIRO HOASHI

/s/ WAYNE S. KURAMOTO

For INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS

/s/ FUSAO OGOSHI
Senior Business Representative

/s/ ROBERT QUICK
Grand Lodge Representative

SCHEDULE "A"

MAINLAND	Effective	Effective
	3/1/72	3/1/73
LEAD MECHANIC	6.63	7.11
MECHANIC		
1st 3 months	5.93	6.33
Next 6 months	6.03	6.43
Next 6 months	6.13	6.53
Thereafter	6.33	6.73
LEAD PLANT MECHANIC	6.63	7.11
PLANT MECHANIC		
1st 3 months	5.93	6.33
Next 6 months	6.03	6.43
Next 6 months	6.13	6.53
Thereafter	6.33	6.73
LEAD STOREKEEPER	5.73	6.06
STOREKEEPER		
1st 3 months	5.04	5.35
2nd 3 months	5.09	5.40
3rd 3 months	5.15	5.45
4th 3 months	5.25	5.59
Thereafter	5.36	5.68
LEAD RAMP SERVICEMAN	5.62	5.95
RAMP SERVICEMAN		
1st 3 months	4.94	5.25
2nd 3 months	4.99	5.30
3rd 3 months	5.04	5.35
4th 3 months	5.15	5.45
Thereafter	5.25	5.56

SCHEDULE "B"

HONOLULU

	Effective 3/1/72	Effective 3/1/73
LEAD MECHANIC	7.53	8.02
MECHANIC		
1st 3 months	6.62	7.06
Next 6 months	6.72	7.16
Next 6 months	6.83	7.28
Thereafter	7.02	7.46
LEAD PLANT MECHANIC	7.53	8.02
PLANT MECHANIC		
1st 3 months	6.62	7.06
Next 6 months	6.72	7.16
Next 6 months	6.83	7.28
Thereafter	7.02	7.46
LEAD STOREKEEPER	6.26	6.63
STOREKEEPER		
1st 3 months	5.36	5.68
2nd 3 months	5.46	5.78
3rd 3 months	5.57	5.91
4th 3 months	5.68	6.01
Thereafter	5.89	6.24
LEAD RAMP SERVICEMAN	6.15	6.54
RAMP SERVICEMAN		
1st 3 months	5.31	5.62
2nd 3 months	5.46	5.78
3rd 3 months	5.52	5.86
4th 3 months	5.62	5.96
Thereafter	5.78	6.12

LEAD PLANT MECHANIC (Coordinator) and PLANT MECHANIC will have same rates as LEAD MECHANIC and MECHANIC, respectively, in New Book. Old and new rate comparisons for Plant Mechanic in Schedule "B" can be made by using Mechanic rates above.

APPENDIX "A"

JAPAN AIR LINES

American Region, Executive Office
655 Fifth Avenue
New York, N. Y. 10020
Telephone: (212) 758-8850
Cable Address: Japanair New York

March 16, 1973

Mr. Fusao Ogoshi
Senior Business Representative
International Association of Machinists
and Aerospace Workers
Hawaiian District Lodge No. 151
1001 Dillingham Boulevard, Room 210
Honolulu, Hawaii 96817

Dear Mr. Ogoshi:

This will confirm our agreement reached during negotiations, clarifying travel and moving expenses where an employee is required to transfer from one station to another, under the following circumstances:

Where there is a transfer of an employee due to a geographic relocation of the facilities, layoff, or recall after layoff, the following shall apply:

1. The Company will absorb expenses for packing, shipping, and insuring household goods up to a maximum of 7,000 pounds, plus one automobile.
2. The employee drives from one station to another, the employee will be allowed mileage expenses of 10¢ per mile, computed upon the most direct route, plus parking fees, tolls and incidental expenses for the automobile.
3. Where the employee is not driving, he will be allowed \$23 per 24 hour day enroute expenses.
4. The employee and dependents will be allowed relocation expenses as follows:
 - (a) Employee—7 days at \$23 per day, totaling \$161.
 - (b) Spouse and children 12 and over—same allowance as employee.
 - (c) Children under 12— $\frac{1}{2}$ of amount allowed employee.

APPENDIX "C"

JAPAN AIR LINES
American Region, Executive Office
655 Fifth Avenue
New York, N. Y. 10020
Telephone: (212) 758-8850
Cable Address: Japanair New York

March 20, 1973

Mr. Fusao Ogoshi
Senior Business Representative
International Association of Machinists
and Aerospace Workers
Hawaiian District Lodge No. 151
1001 Dillingham Boulevard, Room 210
Honolulu, Hawaii 96817

Dear Mr. Ogoshi:

The Company and the Union recognize that it is in the best interest of both parties to study and analyze several problem areas which have been highlighted during this negotiation.

These problems involve the subject of Health and Safety.

The problems may be identified as Item 44 and Item 45 of your Section 6 reopeners, namely, to establish limits and guidelines for the manual handling of single cargo loads of 600 pounds or more in a confined area and the setting up of precautionary procedures in handling dangerous materials, for example, radio-active material.

During the negotiations, the Company and the Union have agreed to establish a joint Union-Company Safety Committee as a new Paragraph I in Article XVI (Safety and Health).

We suggest that this Safety Committee work towards the resolution of these problems to come up with workable solutions which will be implemented immediately upon reaching an agreement. In the meantime, the Company will submit to the Union, through the Union representatives on the Safety Committee, any finding from its own study, which will include, but not be limited to, the Federal and State laws and regulations governing this subject, and a

survey of and the practices and policies of other airlines who have had the same or similar problems.

Any and all guidelines and instructions issued by governmental authorities governing the safe handling of dangerous materials will be implemented by the Company without delay.

This letter reaffirms the Company's policy to give all employees safe working places and conditions.

Very truly yours,

JAPAN AIR LINES CO., LTD.

s/ Shigeo Kasumi
Administration Manager
The Americas

SK:ph

APPENDIX "B"

JAPAN AIR LINES
American Region, Executive Office
655 Fifth Avenue
New York, N. Y. 10020
Telephone: (212) 758-8850
Cable Address: Japanair New York

March 20, 1973

Mr. Fusao Ogoshi
Senior Business Representative
International Association of Machinists
and Aerospace Workers
Hawaiian District Lodge No. 151
1001 Dillingham Boulevard, Room 210
Honolulu, Hawaii 96817

Dear Mr. Ogoshi:

This letter will confirm the understandings reached in Mediation Conferences regarding the Union's request that the Company furnish a definite timetable for manning all Stations with Company employees, and for certain changes in ARTICLE I (SCOPE OF THE AGREEMENT).

The Company agrees that it will not contract out work at Stations where its IAM employees are currently doing work in the classifications (Crafts and Classes) covered by the Agreement, without prior notice to and negotiations with the Union (IAM).

The Company agrees to open certain jobs at JFK and at SFO, as follows:

A. Beginning no later than October 1, 1973, the maintenance work performed on the equipment in the Cargo Warehouse at JFK International Airport, New York, now performed by Mohawk, will be performed by employees of the Company who are members of the Union.

B. The Company employees in the classification of Plant Mechanics will perform work in connection with the maintenance and repairs of the ground equipment at SFO and at JFK as soon as the Company can lease adequate space to establish its own ground equipment maintenance facilities at each of said Stations.

The Company is currently making every effort to secure space for the ground equipment maintenance facilities at SFO and at JFK and will continue its efforts. Periodic progress reports will be made to the Union in connection with this matter.

In addition, there will be no layoffs (furloughs) as set forth in the Letter of Agreement between Japan Air Lines Co. Ltd., and the Union.

Very truly yours,
JAPAN AIR LINES CO., LTD.

s/ Shigeo Kasumi
Administration Manager
The Americas

SK:ph

APPENDIX "E"

LETTER OF AGREEMENT

between

JAPAN AIR LINES CO. LTD.

and

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

NO FURLOUGH

With regard to the Mediation Agreement reached May 18, 1973, the parties hereto agree that upon receipt by the Company from the Union of written notification that such Mediation Agreement has been ratified, the Company:

1. Will not during the period commencing with receipt of such notice of ratification and extending through the life of the Agreement, furlough any employee on the payroll on the date of receipt by the Company of such notice. Provided, however, the Company may furlough employees when any one or more of the following conditions exist:
 - A. An employee fails to exercise his seniority if it would enable him to remain in the employ of the Company in his then current classification.
 - B. The layoff is caused by:
 - (1) An act of God.
 - (2) A war emergency.
 - (3) Revocation of the Company's operating certificate or certificates.
 - (4) Grounding of a number of Company aircraft which would require reduction in force.
 - (5) A strike.
 - (6) Picketing of Company premises.
 - (7) Work stoppage which would substantially interfere with the operations of the Company.
 - (8) Any cessation of work because of circumstances beyond the Company's control.

2. Disciplinary layoffs are specifically exempt from this Agreement.

This Agreement is made for and in consideration of the withdrawal by both parties of all disputed issues regarding the Scope of the Agreement arising out of the respective Section 6 Notices giving rise to the Mediation Agreement referred to above.

Executed this day of , 1973.

For: THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS

/s/Fusao Ogoshi
Senior Business Representative
Honolulu District Lodge 151

For: JAPAN AIR LINES CO. LTD.

/s/Shigeo Kasumi
Administration Manager
The Americas

Global Telegram

ZCZC LTB9999

____ CO.
Dest. Ind.

OCT 23 10 42 AM

#39.61

Confirmation Copy of Telephoned Message
ORD... TF202-7852525

RECEIVED OCT 24 1974

JOHN PETERPAUL

GENERAL L VICE PRESIDENT INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS 1300 CONNECTICUT AVENUE NW WASHINGTON DC

CALLED MEDIATOR WALTER PHIPPS LAST NIGHT SAID NMB SUGGESTED ANOTHER MEETING
WITH JAL ASKED FOR WHAT PURPOSE WHEN HE KNOWS VERY EMPHATICALLY COMPANIES
REFUSAL TO BARGAIN ON SCOPE REQUESTED HE CALL KASUMI JAL ~~DETERMINED~~ DECISION
MAKER AND ASK IF HE WILL BARGAIN ON SCOPE UNION WILL MEET WILL FOLLOW THROUGH
AND CALL ME IN COUPLE OF DAYS AFTER 36 DAYS AND NIGHTS OF NEGOTIATIONS
INCLUDING 21 UNDER MEDIATION DISTRICT 151 CANNOT AFFORD THE LUXURY OF FRUITLESS
MEETINGS ESPECIALLY SINCE THE MEETING ON JANUARY 19 WHEN JAL
WALKED OUT ON US AND SAID THEY WILL NOT PAY FOR LOST TIME OF THREE
MEMBERS FOR WHOM THEY AGREED TO PAY ON OUR FIRST MEETING IN NOVEMBER

Thank you for your patronage. Call again.

DEFENDANTS' EXHIBIT E

E77

RCM Global Telegram

ZCZC LTB9999

Dest. Ind. _____ CO.

Ucr 23 10 42 AM '77

Confirmation Copy of Telephoned Message

REIMBURSEMENT FOR MY AIR FARE HAS ALSO BEEN DENIED AS OF THAT DATE
NEEDLESS TO SAY MEMBERS ARE VERY UPSET REQUEST IMMEDIATE ~~CLAR~~ CLARIFICATION
OF THIS MATTER BEFORE NMB DISTRICT 151 DEMANDS PROFFER OF ARBITRATION
AND SUBSEQUENT RELEASE BY THE BOARD SO WE CAN GO INTO PRODUCTIVE NEGOTIATIONS
DURING THE FINAL STAGES OF THE COUNTDOWN

BILL OGOSHI
SENIOR BUSINESS REPRESENTATIVE

CHARGE: INTL ASSOC OF MACHINISTS & AEROSPACE WORKERS DISTRICT 151
1449 SOUTH BERETANIA XX ST HON096814
TF-9557581
(MR OGOSHI)

our patronage. Call again.

E78